

DIRECTORS' ORGANIZATIONAL MEETING
Monday, February 7th, 2022
555 S 10th Street
Council Chambers

I. MINUTES

II. ADJUSTMENTS TO AGENDA

III. CITY CLERK

IV. MAYOR'S OFFICE

V. DIRECTORS CORRESPONDENCE

1. PLANNING DEPARTMENT:

- a) BP220201-2 Weekly Administrative Approvals, Shelli Reid

VI. BOARDS/COMMITTEE/COMMISSION REPORTS

VII. CONSTITUENT CORRESPONDENCE

- 1. Fairness Ordinance – Sue Harrold
- 2. New Flag – Ingrid Anderson
- 3. Special Permit 17022A Appeal – Orson R. Robinson, Jr.
- 4. In support of revising the City Charter Title 11 – Pat Tetreault
- 5. Dominion at Stevens Creek – Outlot A – Michael Nolte
- 6. Title 11 – Ted Kessler
- 7. New info in Opposition of SP17022A – Kathryn Doornbos
- 8. Democratic policy's that are being pushed through by the Lincoln city council – Fran Jones
- 9. Champion Center Children Center – Ed Holloway
- 10. Lincoln Saltdogs Giveaway Baseball – Colter Clarke
- 11. Please support updating title 11 ordinance – Lisa Kelly
- 12. Revisions to Title 11 – Glenda Dietrich Moore
- 13. Support for ordinance updating Title 11 of Lincoln Municipal Code – Susan Knisely
- 14. Support for Ordinance 21.18.034 – Shane Hatch

VII. ADJOURNMENT

Memorandum

Date: February 1, 2022
To: City Clerk
From: Alexis Longstreet, Planning Dept.
Re: Administrative Approvals
cc: Geri Rorabaugh, Planning Dept.

This is a list of City administrative approvals by the Planning Director from January 25, 2022, through January 31, 2022:

Administrative Amendment 22003 to Special Permit 962C, Sunset View Estates, approved by the Planning Director on January 28, 2022, to reduce the west side yard setback for Lot 12, Sunset View Estates 2nd Addition from 30 feet to 15 feet, on property generally located at N. 40th Street and Ballard Avenue.

Administrative Amendment 21073 to Pre-Existing Use Permit 3AI, Gateway Shopping Center, approved by the Planning Director on January 27, 2022, to add an additional 16,000 square feet of building area for Area A, on property generally located 6400 O Street.

JaMel E. Ways

From: Sue Harrold <sueaharrold@hotmail.com>
Sent: Friday, January 28, 2022 3:43 PM
To: Council Packet
Subject: Fairness Ordinance

I was happy when Council member Washington brought this ordinance up for consideration again. I have seen similar proposals fail time and time again in my 68 years as a Lincolnite. It is not only the younger generation that wants this ordinance passed - many of we seniors support it also. To not have a fairness ordinance has always been in my mind, a real blight on Lincoln's otherwise welcoming stance. Some of us have been waiting for years now! Not all GLBTQ are younger!

Thank you for helping this to become real!

JaMel E. Ways

From: ingrid anderson <ilanderson5@yahoo.com>
Sent: Friday, January 28, 2022 6:20 PM
To: Council Packet
Subject: New Flag

Dear Lincoln City Council,

I was disappointed in the four finalists for the City of Lincoln, Nebraska. They look like they belong in another country. What color - in the winning flag - is blue. How does that represent groundwater to Lincoln residents? It looks like a few people decided on the flag. I don't like it at all or the other three! A real disappointment!

Regards,

I L. Anderson

Sent from Yahoo Mail on Android

JaMel E. Ways

From: arubarobby@gmail.com
Sent: Sunday, January 30, 2022 7:18 PM
To: Council Packet
Subject: Special Permit 17022A Appeal
Attachments: image001_emz was removed from this message; RRobinson's Key Documents Presented 24-Jan-22.pdf

First, I would like to thank the Council for affording me the opportunity to speak at last Monday's (24-Jan-22) meeting concerning the Appeal of Special Permit 17022A. I would also like to apologize for running over on time and will make every effort never to do it again.

The purpose of this note is to transmit a clean copy of the key documents I shared at the meeting, and also to comment briefly on them:

1. The 30-Aug-19 email sent to us by Attorney Heather A. Carver of Cline Williams Wright Johnson & Oldfather L.L.P., legal counsel representing Dominion South LLC.
 - Please note that the email also was copied to Attorney Greg S. Frayser, a second attorney with Cline Williams.
2. A Consent and Adoption for the Restrictive Covenants for Dominion that were not available at the time we closed on our lot in Stevens Creek. This form bears the following signatures:
 - "Lot Owners" Orson R. Robinson, Jr. and Sue D. Robinson, signed on 4-Sep-19
 - "Notary Public Andrew Walker (documenting the authenticity of our personal signatures), acknowledged and signed on 4-Sep-19
3. Restrictive Covenants for Dominion at Stevens Creek Addition bearing only a single signature:
 - "Assistant City Attorney", T. S. Si (???), signed Page 12 on 28-Aug-19.
 - Page 13 of the Covenants included a blank to record the signature of the "Owner" (Dominion South) represented by Mark A. Lewis, Manager, but no signature had yet been affixed.
 - Page 13 also included a blank to record a Notary Public's acknowledgment of Mr. Lewis' signature, but this was also blank.

The points I would like to make are as follows:

- ✓ As legal counsel for Dominion South, LLC, Ms. Carver stated in Paragraph 2 of her letter to us that "The purpose of the Restrictive Covenants is to establish a general standard for development of the lots, and to prohibit ... use of the lots for purposes other than dwelling units...
- ✓ Ms. Carver also provided us with many other key assurances, including:
 - Assurance 1 – She was an attorney working on behalf of Dominion South, LLC.
 - Assurance 2 – She copied in yet another attorney working for Dominion South, LLC.
 - Assurance 3 – Her letter and instructions were exactly as described by the Title Company at the time we closed on the lot.

- Assurance 4 – Her statement: *We have prepared on behalf of Dominion South, LLC ... the attached Restrictive Covenants....*
- Assurance 5 – Her statement: *The City of Lincoln has signed off on ... the attached Restrictive Covenants....*
- Assurance 6 -- "Her statement: *... which we intend to file against lots within Dominion at Stevens Creek Addition...*
- Assurance 7 -- The copy of the Restrictive Covenants that had been provided to us already bore the signature on the last page of "T. S. Si" (?) Assistant City Attorney -- just below a statement that read *These Covenants are **approved** by the City of Lincoln, Nebraska this 28th day of August, 2019.*
- Assurance 8 – The restrictions in the Covenants matched what had been promised to us by Team Kraft at Nebraska Realty, a partner of Dominion South, LLC.
- Assurance 9 – "Section 27 Additions" of the Covenants clearly stated, *"It is the intent of the Owner that the following real estate will be added to these Covenants upon subdivision of such real estate into lots for development of residential dwelling units: Outlot G and Outlot H, Dominion at Stevens Creek Addition, City of Lincoln, Lancaster County, Nebraska."* and that *"...additional real estate added to the Lots or Commons, at any time, would be subject to these Restrictive Covenants."* This statement clearly promised that Outlots G and H would only be used to build additional single-family residences.
- ✓ Based on the strength of the Ms. Carver's assurances -- especially the fact that the Restrictive Covenants had already been filed with and approved by the City -- and also the maps provided to us by Team Kraft at Nebraska Realty for the rest of the subdivision to follow, we signed the Covenants on 28-Aug-19.

As I said at the 24-Jan-22 Council Meeting, I am not an Attorney. But I believe the following logic summarizes the current situation we are in:

- ✓ The City established and owns "The System".
- ✓ Developers are operating within The System to abuse and/or scam Dominion Residents through Special Permit 17022A.
- ✓ The City is now clearly aware of the Developer's Bait and Switch Scam.
- ✓ If the City allows the scam to continue, they become an Enabler and possibly a Partner in it.
- ✓ If Dominion Residents lose the 17022A appeal, our only options are:
 - Live with the loss in property value and personal happiness
 - Pursue a restraining against the Developers and the City from proceeding, since it took both to perpetuate the Bait and Switch

I can only speak for myself and don't want to see us have to proceed to legal action, especially if it involves the City, which there is a very good chance it will. And I certainly agree with the gentleman that also spoke at last week's meeting who stated those that oppose should also put forward a solution. So here's my suggestion:

- ✓ The City shares with the Developer it is sympathetic to the Residents in this case but doesn't want to have to vote to uphold the appeal.
- ✓ The City privately encourages the Developer to voluntarily and publicly withdraw Special Permit 17022A with an appropriate amount of face-saving language (i.e., ...to ensure the public they want to work to improve the City

systems they operate within, ...to help build Lincoln, ...to ensure a proper balance exists to protect its customers, etc.).

- ✓ The City provides the Developer with assurance it will again support and approve the original plan to fill the current Dominion subdivision with only single family attached and detached dwellings, or else one with single-story Commercial property included.
- ✓ The Residents agree to allow the Developer to integrate the single-story buildings for Commercial use (i.e., gas station, convenience store, offices, etc) at the 105th and O street entrance to the subdivision. After proposing this to several key neighbors, I believe the current Residents of Dominion would find this compromise acceptable.

Regardless of whether the accommodations to the Developer in exchange for his public withdrawal of 17022A are appropriate, I hope the general framework suggested can be modified as necessary and offered to the Developer.

Thank you for considering my suggestion to put an end to this situation that I'm sure is embarrassing for everyone.

Respectfully submitted,

Orson R. Robinson, Jr.
520 N. 105 Street

arubarobby@gmail.com

From: Heather A. Carver <hcarver@clinewilliams.com>
Sent: Friday, August 30, 2019 12:50 PM
To: arubarobby@gmail.com
Cc: Greg S. Frayser
Subject: Restrictive Covenants - Dominion at Stevens Creek
Attachments: Partially Executed Restrictive Covenants 4815-7690-1027 v.1.pdf

Dear Mr. and Mrs. Robinson:

We represent Dominion South, LLC, the developer of the Dominion at Steven's Creek residential development. I understand that you purchased a lot from Dominion South, LLC last month. We have prepared on behalf of Dominion South, LLC, and the City of Lincoln has signed off on, the attached Restrictive Covenants which we intend to file against lots within Dominion at Stevens Creek Addition, as identified therein.

The purpose of the Restrictive Covenants is to establish a general standard for development of the lots, and to prohibit displaying certain signage, use of the lots for purposes other than dwelling units, the keeping of animals for commercial purposes, and other activities that might be considered a nuisance within the neighborhood. Further, the Restrictive Covenants provide that every person who owns a lot will be a member of the Homeowners' association established to maintain the common areas within the neighborhood and collect dues for such maintenance.

Please review the attached and let me know if you have questions. In order to file the Restrictive Covenants against your lot, we will need your original, notarized signature on the Consent and Adoption attached to the Restrictive Covenants. I would be happy to have a call with you if it would be easier to discuss any questions or concerns over the phone.

Thanks,

Heather

CLINE WILLIAMS

HEATHER A. CARVER

CLINE WILLIAMS WRIGHT JOHNSON & OLDFATHER, L.L.P.

Sterling Ridge | 12910 Pierce St. 200 | Omaha, NE 68144

Direct: 402.955.2440 | Main: 402.397.1700 | www.clinewilliams.com

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CONSENT AND ADOPTION

This Consent and Adoption is made this ____ day of _____, 2019, by the undersigned current owner of real property in the Dominion at Stevens Creek Addition ("Lot Owner").

RECITALS

- C. The Lot Owner purchased the real property from Dominion South, LLC, a Nebraska limited liability company, which is legally described as:

Lot 7, Block 6, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

- D. The Lot Owner acquired title to the property prior to the recording of the Restrictive Covenants of Dominion at Stevens Creek ("Covenants") and now desires and intends to adopt the Covenants in their entirety.

NOW THEREFORE, in consideration of the mutual benefits described in the Covenants, Lot Owner hereby consents to the recording of the Covenants and hereby adopts the Covenants as applicable against their property which shall touch, concern, and run with their property in accordance with the terms and conditions of the Covenants.

"LOT OWNER"

Orson R. Robinson, Jr.
Orson R. Robinson, Jr.

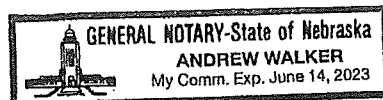
Sue D. Robinson
Sue D. Robinson

STATE OF NEBRASKA)
)SS.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me on this 4 day of SEPTEMBER, 2019, by Orson R. Robinson, Jr. and Sue D. Robinson, each on their own behalf.

Andrew Walker
Notary Public

4820-0037-0592, v. 2



AFTER RECORDING RETURN TO:
Charter Title & Escrow Services, Inc.
6333 Apples' Way, Suite 115
Lincoln, NE 68516
402-435-1244

SURVIVORSHIP WARRANTY DEED

KNOW THAT ALL MEN BY THESE PRESENTS THAT
Dominion South LLC, a Nebraska limited liability company, herein called the grantor whether
one or more, in consideration of One Dollar and other valuable consideration received from
grantees, do grant, bargain, sell, convey, and confirm unto

Orson R. Robinson, Jr. and Sue D. Robinson, as joint tenants with right of survivorship,
the following described real property in Lancaster County, Nebraska:

Lot 7, Block 6, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.


To have and hold above described premises together with all tenements, hereditaments
and appurtenances thereto belonging unto the grantees and to their assigns, or to the heirs and
assigns of the survivor of them forever.

And the grantor does hereby covenant with the grantees and with their assigns and with
the heirs and assigns of the survivor of them that grantor is lawfully seized of said premises; that
they are free from any encumbrance except covenants, easements and restrictions of record; all
regular taxes and special assessments; except those levied or assessed subsequent to date
hereof; that grantor has good right and lawful authority to convey the same; and that grantor
warrants and will defend the title to said premises against the lawful claims of all persons
whomsoever.

It is the intention of all parties hereto that in the event of the death of either of the
grantees, the entire fee simple title to the real estate shall vest in the surviving grantee.

Executed this 26th day of July, 2019.

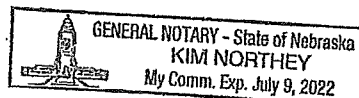
Dominion South LLC, a Nebraska limited liability company


By Mark A. Lewis, Manager

STATE OF Nebraska
COUNTY OF Lancaster

The foregoing instrument was acknowledged before me this 26th day of July, 2019 by Mark
A. Lewis, Manager of Dominion South LLC, a Nebraska limited liability company.


Notary Public



Return to:
Greg S. Frayser, Esq.
Cline Williams Wright Johnson
& Oldfather, L.L.P.
1900 U.S. Bank Building
233 South 13th Street
Lincoln, NE 68508

RESTRICTIVE COVENANTS
(Dominion at Stevens Creek Addition)

Dominion South, LLC, a Nebraska limited liability company ("Owner") as owner and developer of the real estate being subjected to these Restrictive Covenants ("Covenants") executes these Covenants as the _____ day of _____, 2019.

RECITALS

A. Owner is developing a single-family residential community on the following described real estate:

Lot 10, Block 3; Lots 1 through 3, Block 4; Lots 1 through 12, Block 5; Lots 1 through 11, Block 6; Lots 1 and 2, Block 7; Lots 1 through 5, Block 8; and Lot 2, Block 9, all in Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

(collectively, the "Lots"). Owner shall sell and has sold some of the Lots to titleholders who shall be subject to these covenants and shall be referred to as "Homeowners".

B. Owner is also the owner of the following described real estate:

Outlots E and F, Dominion at Stevens Creek Addition, Lincoln, Lancaster County, Nebraska.

(the "Outlots"). The Outlots are to be used and enjoyed by the Homeowners in common with one another and shall be conveyed to the Association as

described below.

C. Owner and the Homeowners desire to subject the Lots and the Outlots to these Covenants to provide for the common operation of the Dominion at Stevens Creek Homeowners Association, Inc. (the "Association").

NOW THEREFORE, these Covenants are established upon the Lots and the Outlots as follows:

1. **USE:** No Lot shall be used other than for residential purposes, which for the purposes of these Covenants shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No Lot shall be used for any commercial use for childcare, daycare, preschool or similar use, regardless of whether such commercial use has employees upon the premises.
2. **COMPLETION OF CONSTRUCTION:** Any building placed or constructed upon any Lot shall be completed within twelve months after the commencement of construction.
3. **ANTENNAS:** No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, on any Lot except within a building. One small satellite dish shall be permitted subject to the requirements of paragraph 6.d.
4. **APPROVAL OF PLANS:** Owner shall have the exclusive right to establish grades and slopes for all Lots and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Lots. Plans for any dwelling structure to be placed or constructed upon any Lot shall be submitted to Owner and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Lots. The rights and duties of the Owner under this paragraph, except as to Lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the Association at any time. Owner or Association shall either approve or disapprove the plans within seven (7) days from the day Owner receives such proposed plans, provided that if Owner or Association has not approved said plans within the seven (7) day period, the plans shall be deemed approved.
5. **GENERAL STANDARDS FOR DWELLING STRUCTURES:** The following general standards of development shall guide the Owner in the review of any plans for dwelling structures submitted for approval within the Lots.

These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards within other additions to the Lots:

- a. Minimum Floor Area: The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be 1,500 square feet.
- b. Setbacks: The minimum setbacks of dwellings from the lot lines are established as follows:
 - i. Interior Lots: 25 feet from front lot line, 5 feet side lot line
 - ii. Comer Lots: 25 feet from front line and 20 feet from the side street side and 5 feet from any side lot line.

Front line for comer lots to be determined by Owner. Owner shall also have the right to vary the setbacks within the limits established by the Lincoln Zoning Ordinance.

- c. Exterior Finish:
 - i. Approval: All exterior finish materials and colors, other than earth tones, shall be subject to the approval of the Owner.
 - ii. Roofing Materials: All roofing shall consist of architectural shingles with earth tone shades such as tan or black or grey or a shade thereof.
 - iii. Front of dwelling: No vinyl siding shall be allowed on the exterior front of any dwelling. A minimum of 50% brick or stone is required on the exterior front of each dwelling.
- d. Attached Garage: All dwellings shall have at least a full size, two-stall attached garage.
- e. Solar Panels: Solar panels shall not be allowed in any area within the Lots.

6. **GENERAL STANDARDS FOR IMPROVEMENTS AND STRUCTURES OTHER THAN DWELLINGS:** The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling within the Lots. Written approval for

other improvements and structures is not required but shall comply with these standards. The Owner, Association and Members of the Association shall have the right to enforce these standards.

- a. Fencing. Fencing shall not be constructed closer to the street than the front elevation of any dwelling and shall be constructed with the finished side facing the lot line. No livestock fencing material of any type shall be used for construction of a fence within the Lots.
 - b. Accessory Structures. Prior to installation, all accessory structures shall be approved by the Owner, as long as the Owner retains any Class B Membership Units, and thereafter by the Association. The Owner or the Association, as applicable, shall have the exclusive right to disapprove of the accessory structures, if in the Owner or the Association's opinion, the accessory structures do not conform to the general standard of development of the Lots.
 - c. Dog Kennels. Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 7.5 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
 - d. Satellite Dish. Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
 - e. Landscaping: All front, side and rear yard areas shall be sodded upon completion of any dwelling constructed within the Lots.
7. **CITY REQUIREMENTS:** All buildings within the Lots shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed during the construction of any dwelling or commercial building as required by the City of Lincoln, Nebraska.
8. **TEMPORARY STRUCTURES:** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Lot shall be used as either a temporary or permanent residence.
9. **NUISANCE:** No noxious or offensive activity shall be conducted or permitted upon any Lot, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots.

10. **SIGNS:** No advertising signs, billboards, or other advertising devices shall be permitted on any Lot except political signs permitted by the City of Lincoln or a sign advertising a single Lot for sale. However, Owner may erect signs of any size advertising Lots for sale.
11. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose.
12. **RECREATIONAL VEHICLES:** No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any Lot, except within an enclosed structure. Recreational vehicles that are in operating condition may be temporarily parked or stored upon a Lot for a period of time not to exceed 14 days per year.
13. **CONSTRUCTION VEHICLES AND REFUSE SERVICE:** Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. Each Member shall deposit \$500.00 with Owner upon commencement of construction upon their Lot. At completion of construction and upon the Member's request, Owner shall inspect the Member's Lot for trash and debris and if the Lot is free of trash and debris the Member's deposit shall be returned to them. If the Member has not requested an inspection within six (6) months of completion of construction, the deposit shall become the property of Owner. Owner shall also have the exclusive right to designate a single provider of refuse service within the Lots.
14. **HOMEOWNERS ASSOCIATION:** Every person or entity who owns a Lot shall be a member of the Association, and agrees to be bound by the provisions of these Covenants. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the terms of the Covenants.
15. **MANAGING AGENT:** The Owner, as long as the Owner retains any Class B Membership, or thereafter the Association, may contract for the performance of any of the Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Owner or Association, as applicable. The fee charged by the Managing Agent shall be a common expense of the Members.
16. **MEMBERSHIP:** The Association shall have two classes of membership:
 - a. **Class A Membership.** Class A membership shall include all members of the Association except the Owner and any successor in

interest. Each Class A member (each of which shall be a "Member") of the Association shall be entitled to all the rights of membership and to one vote for each Lot.

- b. Class B Membership. Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to five votes for each Lot. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.

17. **CONVEYANCE OF COMMONS:** The Outlots and any common area improvements designated for the use and enjoyment of all of the Homeowners (the "Commons") shall be subject to reasonable rules and regulations approved by the Board of Directors of the Association. Such common area improvements may include, but are not limited to, sidewalks, landscaping, pedestrian ways, and a stormwater detention cell as designated on the final plat of Dominion at Stevens Creek Addition, recorded with the Register of Deeds of Lancaster County, Nebraska on November 20, 2018 as Instrument No. 2018046272. Owner shall convey any Commons to the Association, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City of Lincoln within one year after the conversion of Class B membership to Class A membership.

18. **USE OF COMMONS:** Each Member of the Association shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Association and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership. In addition the City of Lincoln shall have the permanent right and easement to enter upon the Commons to maintain the Commons in the same manner as required of the Association in the event the Association fails to perform said maintenance or the Association dissolves and the owners of the Lots fail to perform said maintenance.

19. **RIGHTS IN COMMONS:** The rights and easements of the Members of the Association shall be subject to:

- a. The right of the Association to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the Members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be

approved by the affirmative vote of two-thirds of each class of Members entitled to vote, present in person or by proxy, at a regular meeting of the Members or at a special meeting of the Members, if notice of the proposed mortgage is contained in the notice of the special meeting.

- b. The right of the Association to take any steps reasonably necessary to protect the Commons against foreclosure.
- c. The right of the Association to suspend the enjoyment of the facilities by any Member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- d. The right of an abutting Member of the Association to landscape and establish a garden space upon the Commons consistent with the rules, regulations and requirements of the Association.
- e. The right of the Association to charge reasonable admission and other fees for the use of the facilities.
- f. The right of the Association to dedicate or convey all or any part of the Commons to any public entity.
- g. The right of the City of Lincoln to enter upon the Commons to maintain the Commons as provided in Paragraph 25(b).

20. MAINTENANCE OF LANDSCAPE SCREENS: Each Member of the Association who is the titleholder of a Lot on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.

21. GENERAL MAINTENANCE OBLIGATIONS: Each Member of the Association shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout Lots. Each Member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.

22. MAINTENANCE OF WETLANDS: Every person who is a lot owner or shall become a record owner of a fee or undivided interest of a Lot shall comply

with all requirements associated with wetlands areas including, but not limited to, maintaining any area designated as wetlands in accordance with all regulatory requirements of the U.S. Army corps of Engineers and/or the U.S. Environmental Protection Agency.

23. **FAILURE TO MAINTAIN:** In the event any Member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general maintenance obligations, the Owner or Association after 7 days-notice to the Member in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a 10% administrative fee shall be the personal obligation of the Member who is or was the owner of the Lot failing to perform their maintenance obligations, shall bear interest at the rate of 14%, or if lower, the maximum rate permitted by law, when shown of record, per annum and shall be a lien upon the Lot assessed.
24. **ASSOCIATION RESPONSIBILITIES:** The Association, shall provide services including, but not limited to, the following:
- a. **Maintenance of Commons.** The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent not otherwise provided for by these Covenants, which covenants by the Members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons. This shall include but not be limited to the obligation to mow, water, and maintain landscaping in all common areas.
 - b. **City of Lincoln Maintenance.** The City of Lincoln has approved the final plats of Dominion at Stevens Creek Addition upon the condition that the Commons be maintained by the Owner on a continuous basis. The Association Covenants and each Member of the Association by the acceptance of a deed to a Lot shall be deemed to covenant to assume the obligations of the Owner to comply with the requirements of the final plats regarding continuous and permanent maintenance of the Commons. Each owner of a Lot by acceptance of a deed to the lot shall further be deemed to covenant that in the event the Association dissolves, such owner of the Lot shall remain jointly and severally liable with all other owners of a Lot for the cost of administering and maintaining the Commons in the same manner as required of the Association under this paragraph. In the event the owners of such Lots fail or refuse to perform any required maintenance and upkeep of the

Commons, City of Lincoln after seven (7) days' notice to such owners may perform the required maintenance and assess each Lot owner thereof for the cost of the performance of such maintenance. Each assessment of the City of Lincoln's actual cost of performing the maintenance shall be the personal obligation of the owner who is the owner of the Lot at the time of assessment and shall be a lien upon the Lot assessed. To evidence such lien for unpaid assessments, the City of Lincoln shall prepare a written notice setting forth the amount, the name of the owner of the Lot and a legal description thereof. Such notice shall be signed on behalf of the City of Lincoln by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each owner shall pay the owner's share of the City of Lincoln's actual cost of maintaining the Commons within thirty (30) days following the receipt of an assessment therefore. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars (\$20.00), whichever is greater.

25. **LIEN OF DUES AND ASSESSMENTS:** The lien of any dues, refuse service charges, or special assessment shall be subordinate to the lien of any mortgage placed upon the Lot against which the assessment is levied.
26. **ANNUAL ASSESSMENTS AND LIENS:** Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. Any special assessment for capital improvements shall be approved by affirmative vote of two-thirds (2/3) of each class of Members affected and entitled to vote, at a regular meeting of the Members or at a special meeting of the Members, if notice of a special assessment is contained in the notice of the special meeting.

The Members shall pay annual dues, assessments and special assessments to the Association or Managing Agent as billed. Each Member's dues and assessment shall be determined on an annual basis for each fiscal year. The amount of annual dues shall be based upon an estimate of the Association's costs for administration, maintenance and improvement of the Commons and each Member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total year's Common's operating costs may be presented to the Members of the Association and the Members shall pay any excess charge to the Association within thirty (30) days of the statement.

- a. **Association Budget.** The Association or Managing Agent may prepare, and make available to each Member a pro forma operating statement (budget) containing: (I) estimated revenue

and expenses on an accrual basis; (2) the amount of any cash reserves of the Association currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.

- b. Additional Charges: In addition to any amounts due or any other relief or remedy obtained against a Member who is delinquent in the payment of any dues, refuse service charges or assessments, each Member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association, refuse service provider or Managing Agent may incur or levy in the process of collecting from each Member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:
- i. Attorney's Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
 - ii. Late Charges: A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater.
 - iii. Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
 - iv. Filing Fees: Costs of filing notice of lien in the office of the Register of Deeds;
 - v. Interest: Interest on all dues and assessments at the rate of 14% per annum, or if less, the maximum rate permitted by law, beginning thirty (30) days after the

assessment becomes due; and

- vi. Other: Any other costs that the Association may incur in the process of collecting delinquent dues and assessments.
 - c. Lien. The dues and assessments shall be the personal obligation of the Member who is the owner of the Lot assessed at the time of the assessment and when shown of record shall be a lien upon the Lot assessed.
 - d. Fines. The Association may create a schedule of fines for violation of Association rules and regulations which fine shall be treated and billed as a special assessment to the offending Member's Lot.
27. **ADDITIONS**: The Owner may add additional contiguous or adjacent real estate to the Lots or the Commons, at any time, without the consent of the Members of the Association. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants; provided the general standards set forth in paragraphs 5 and 6 may be reduced, increased or otherwise modified within any such addition. It is the intent of the Owner that the following real estate will be added to these Covenants upon subdivision of such real estate into lots for development of residential dwelling units: Outlot G and Outlot H, Dominion at Stevens Creek Addition, City of Lincoln, Lancaster County, Nebraska.
28. **AMENDMENTS**: These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the Lots, at any time. However, the provisions of these Restrictive Covenants governing membership in the Association and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.
29. **ENFORCEMENT**: The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by the Association, designated refuse service provider, or Owner, may be to enforce any lien or obligation created hereby.

In the event the Association dissolves, the City proceedings may be to restrain violation of the duty to maintain the Commons, to recover

monetary judgement upon the personal obligation and debt of the owner of any Lot, to pay such owner's share of the City of Lincoln's cost to maintain the Commons, or to foreclose upon the defaulting owners Lot in a like manner as mortgages on real property. Suit to recover monetary judgement for unpaid assessments for the cost to maintain the Commons shall be maintained without foreclosure of the owner's Lot or waiving the lien securing the assessment.

30. **SEVERABILITY:** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

"OWNER"

DOMINION SOUTH, LLC

By: _____
Mark A. Lewis, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Restrictive Covenants of Dominion at Stevens Creek were acknowledged before me this ____ day of _____, 2019, by Mark A. Lewis, Manager of Dominion South, LLC, a Nebraska limited liability company, on behalf of the company.

Notary Public

These Covenants are approved by the City of Lincoln, Nebraska this 28th day of August, 2019.

By: 
Assistant City Attorney

arubarobby@gmail.com

From: arubarobby@gmail.com
Sent: Thursday, September 5, 2019 10:00 AM
To: 'Heather A. Carver'
Subject: RE: Restrictive Covenants - Dominion at Stevens Creek
Attachments: Robinson Signed Specs.pdf; Robinson Signed Contract.pdf

Heather,

Please find attached Acrobat files pertaining to the house we're planning to have Kinning Custom Homes build for us at 520 N. 105th Street (Lot 7, Block 6 in Dominion at Stevens Creek Addition). We believe the house fully satisfies the Restrictive Covenants we signed yesterday and mailed to you immediately afterwards. As there was no address (physical or email) listed in the Covenants for "Dominion South, LLC", we trust that you can forward this as appropriate to ensure we remain in compliance with the signed covenants requiring us to submit the plans to the Owner.

Thank you for your help in this matter.

Robby Robinson
402-202-4938
arubarobby@gmail.com

From: arubarobby@gmail.com <arubarobby@gmail.com>
Sent: Wednesday, September 4, 2019 8:03 AM
To: 'Heather A. Carver' <hcarver@clinewilliams.com>
Subject: RE: Restrictive Covenants - Dominion at Stevens Creek

Heather,

We will be signing (with a Notary) the document this morning and plan to mail it to the address below shortly thereafter. But please note there are two "Consent and Adoption" pages in it as present. The first is obviously misplaced as it pertains to two lots (Lots 4 & 12, Block 5) purchased by Synergy Homes. We are planning to simply remove the errant page before signing in front of the Notary.

If you would prefer we do something else, please call me as soon as possible. Otherwise, you should be receiving the signed document by early next week at the latest.

Thanks.

Robby Robinson
402-202-4938

From: Heather A. Carver <hcarver@clinewilliams.com>
Sent: Friday, August 30, 2019 12:50 PM
To: arubarobby@gmail.com
Cc: Greg S. Frayser <GFraser@CLINEWILLIAMS.COM>
Subject: Restrictive Covenants - Dominion at Stevens Creek

Dear Mr. and Mrs. Robinson:

We represent Dominion South, LLC, the developer of the Dominion at Steven's Creek residential development. I understand that you purchased a lot from Dominion South, LLC last month. We have prepared on behalf of Dominion South, LLC, and the City of Lincoln as signed off on, the attached Restrictive Covenants which we intend to file against lots within Dominion at Stevens Creek Addition, as identified therein.

The purpose of the Restrictive Covenants is to establish a general standard for development of the lots, and to prohibit displaying certain signage, use of the lots for purposes other than dwelling units, the keeping of animals for commercial purposes, and other activities that might be considered a nuisance within the neighborhood. Further, the Restrictive Covenants provide that every person who owns a lot will be a member of the Homeowners' Association established to maintain the common areas within the neighborhood and collect dues for such maintenance.

Please review the attached and let me know if you have questions. In order to file the Restrictive Covenants against your lot, we will need your original, notarized signature on the Consent and Adoption attached to the Restrictive Covenants. I would be happy to have a call with you if it would be easier to discuss any questions or concerns over the phone.

Thanks,

Heather

CLINE WILLIAMS

HEATHER A. CARVER

CLINE WILLIAMS WRIGHT JOHNSON & OLDFATHER, L.L.P.

Sterling Ridge | 12910 Pierce St. 200 | Omaha, NE 68144

Direct: 402.955.2440 | Main: 402.397.1700 | www.clinewilliams.com

Lincoln | Omaha | Aurora | Scottsbluff | Fort Collins | Holyoke

JaMel E. Ways

From: Pat Tetreault <pat.tetreault1@gmail.com>
Sent: Monday, January 31, 2022 10:39 AM
To: Council Packet
Subject: In support of revising the City Charter Title 11

Greeting Council Members,

I am in strong support of updating Title 11 of the City Charter to support non-discrimination based on a number of identities, including Veterans, people in the military, strengthen coverage of people with disabilities, and add sexual orientation and gender identity to groups under Title 11. The inclusion of sexual orientation and gender identity will bring the Municipal Code in line with the US Supreme Court's 2019 Bostock decision extending nondiscrimination protection to sexual orientation and gender identity under "sex" in the Civil Rights Act of 1964.

As an individual who grew up in a Catholic, ethnic, multi-generational military family, lives with disabilities, and is part of the LGBTQA+ community and a social justice advocate, I believe that it is essential for all people to be treated humanely and without discrimination.

I understand that some people believe their beliefs should allow them to discriminate, however, the government is meant to protect all of our rights and not the rights of those who want to limit the rights of others. Freedom of religion also means freedom from religion. A person's beliefs often do not connect to the practice of their religion and the government is not to support one view of religion over others. No one should have the right to impose their religious beliefs onto others in the public sphere or with government allowance or support.

Thank you for considering my input and for supporting the right for everyone to be protected from discrimination based on an identity or identities.

Pat Tetreault
6501 X Street
Lincoln, NE 68505
402.466.4599

JaMel E. Ways

From: Michael Nolte <mnolte8303@gmail.com>
Sent: Monday, January 31, 2022 11:20 AM
To: Council Packet; James M. Bowers; Richard W. Meginnis; Jane Raybould; Tammy J. Ward; Sandra J. Washington; Bennie R. Shobe; Tom J. Beckius
Subject: Dominion at Stevens Creek - Outlot A
Attachments: Nolte Dominion Special Permit Concerns.pdf

Dear Lincoln City Council,

I am writing to urge you to reject the special permit to build an apartment complex on Outlot A of Dominion at Stevens Creek. It would be in the best interests for Lincoln to stick with the original plan of 77 single family homes and townhomes.

We purchased our home with the understanding more lots would be developed in accordance with our neighborhood covenants. I am disappointed Mike Eckert would attempt to make such a dramatic change when we are on the fourth phase of development for Dominion at Stevens Creek.

Our neighborhood covenants apply to Outlot A and state, among other things:

- No lots shall be used other than for residential purposes, which for the purposes of these covenants shall mean use as a single-family dwelling occupied by the persons of one immediate family
- All dwellings shall have at least a full size two stall attached garage
- No signs billboards or advertising devices shall be permitted on any Lot except political signs permitted by the City of Lincoln or a sign advertising a single Lot for sale.
- It is the intent of the Owner that the following real estate will be added to these Covenants upon subdivision of such real estate into lots for development of residential dwelling units: Outlot A, B, and C, Dominion at Stevens Creek 4th Addition, City of Lincoln, Lancaster County, Nebraska.

Mike Eckert offering a covenant that future development be single-family homes means nothing as he is currently showing covenants mean nothing to him.

I want to echo my neighbors EPA and traffic concerns. I am also concerned about the ability to adequately care for children in the area. Currently, there are waiting lists at most of the daycare centers with-in a 10-minute radius of the neighborhood. There are only two registered in-home daycares, both of which also have waiting lists. This area is a childcare desert, and current centers cannot keep up with the demand as it is.

The new Robinson Elementary School is being build in the neighborhood in accordance with growth projections based on established neighborhood plans. Adding 500 extra families by building apartments instead of townhomes would make Robinson Elementary School too small shortly after opening not meeting the community's expectations when investing in a new school.

Sincerely,

Michael Nolte

Michael Nolte
601 N 105th St
Lincoln, NE 68527

January 30, 2022

Dear Lincoln City Council,

I am writing to urge you to reject the special permit to build an apartment complex on Outlot A of Dominion at Stevens Creek. It would be in the best interests for Lincoln to stick with the original plan of 77 single family homes and townhomes.

We purchased our home with the understanding more lots would be developed in accordance with our neighborhood covenants. I am disappointed Mike Eckert would attempt to make such a dramatic change when we are on the fourth phase of development for Dominion at Stevens Creek.

Our neighborhood covenants apply to Outlot A and state, among other things:

- No lots shall be used other than for residential purposes, which for the purposes of these covenants shall mean use as a single-family dwelling occupied by the persons of one immediate family
- All dwellings shall have at least a full size two stall attached garage
- No signs billboards or advertising devices shall be permitted on any Lot except political signs permitted by the City of Lincoln or a sign advertising a single Lot for sale.
- It is the intent of the Owner that the following real estate will be added to these Covenants upon subdivision of such real estate into lots for development of residential dwelling units: Outlot A, B, and C, Dominion at Stevens Creek 4th Addition, City of Lincoln, Lancaster County, Nebraska.

Mike Eckert offering a covenant that future development be single-family homes means nothing as he is currently showing covenants mean nothing to him.

I want to echo my neighbors EPA and traffic concerns. I am also concerned about the ability to adequately care for children in the area. Currently, there are waiting lists at most of the daycare centers with-in a 10-minute radius of the neighborhood. There are only two registered in-home daycares, both of which also have waiting lists. This area is a childcare desert, and current centers cannot keep up with the demand as it is.

The new Robinson Elementary School is being build in the neighborhood in accordance with growth projections based on established neighborhood plans. Adding 500 extra families by building apartments instead of townhomes would make Robinson Elementary School too small shortly after opening not meeting the community's expectations when investing in a new school.

Sincerely,

Michael Nolte

JaMel E. Ways

From: tjkesslerne <tjkesslerne@gmail.com>
Sent: Monday, January 31, 2022 12:24 PM
To: Council Packet
Subject: Title 11

I wholeheartedly endorse the revisions to Title 11! Wish it would have happened years earlier.

Thanks
Ted Kessler

JaMel E. Ways

From: Kathryn Doornbos <kdoornbos@foundationmedicine.com>
Sent: Monday, January 31, 2022 1:10 PM
To: James M. Bowers
Cc: Council Packet
Subject: New info in Opposition of SP17022A - Most Recent Covenants + Plats, A 'balloon demonstration' of proposed building height & EPA fines due to stormwater issues with the developer
Attachments: 10621 Shorefront Drive.pdf; 2021DominionCovenants_4thAddition.pdf; 2020DominionPlat_4thAddition.pdf; EPA Fines Construction Company in Lincoln, Nebraska, for Alleged Clean Water Act Violations _ US EPA.pdf; SUP17022A_BalloonDemonstration_10ptsinNeighborhood.pdf

Hello Chair Bowers & all City Council Members –

Thank you again for listening to neighbors on January 24th and continuing the public hearing to this evening, January 31 2022. I live at 701 N 105th & oppose the amendment to the special permit.

Before the hearing tonight – I wanted to provide you with three specific items for consideration

- 1) the updated documents regarding deed restricted covenants and final plats on record with the Register of Deeds. These are the specific deed restrictive covenants for Dominion at Stevens Creek 4th Addition (the area where the proposed apartment multiplex will be) - these were filed with Register of Deeds on May 21 2021 – Instrument #2021032063. The plat record for the 4th addition is instrument #2020044603. Both are attached. See below for my perspective on key points and attached for the documents.
- 2) Images from a “balloon demonstration” we conducted this weekend where a small grouping of balloons was raised to 55ft above grade at the proposed site of the apartment complex and then photographed from various points in the neighborhood. Mr. Eckert was emphatic that this site is not the highest position in the neighborhood (despite topography maps showing otherwise) and this demonstration allowed us to see the height of the proposed buildings from our homes. See attached for photographs from 10 points in the neighborhood showing impact that no adjacent townhomes or landscaping could mitigate. I also have included a 360 video from a drone hovering at 55ft – any window/door that the drone can see would have a line of sight to the proposed buildings : the video is viewable on YouTube : <https://youtu.be/3P2VyPSB2Bc> See below for more explanation.
- 3) I wanted to provide a link to the publicly available article about this developer incurring a recent, sizable fine from the Federal EPA regarding mismanagement of stormwater in the Dominion at Steven’s Creek development. If the developer has incurred penalties for stormwater prior, I would question whether they are competent to undertake a development at the scale of the proposed multi-plex in an area where City Engineers have cautioned that storm water management is tricky (per staff report from Planning Commission & City Staff). Attached is article. Below is link :
[https://www.epa.gov/newsreleases/epa-fines-construction-company-lincoln-nebraska-alleged-clean-water-act-violations#:~:text=\(Lenexa%2C%20Kan.%2C%20July,Lincoln%2C%20Nebraska%2C%20into%20an%20adjacent](https://www.epa.gov/newsreleases/epa-fines-construction-company-lincoln-nebraska-alleged-clean-water-act-violations#:~:text=(Lenexa%2C%20Kan.%2C%20July,Lincoln%2C%20Nebraska%2C%20into%20an%20adjacent)

4th Addition Covenant & Plat Explanation & Points of interest

On page 1 – covenants establish owner (developer) and define the May 2021 status of the 4th addition as well as Outlots also owned by the developer. (Outlot A is updated name of the Outlot of interest)

Covenant 1) defines single use as single use residential as single family dwelling

Covenant 27) establishes the intention of owner (developer) that Outlot A, B and C of 4th addition will be subject to these deed restricted covenants upon development and registration of final plat.

Pg 12 forward shows signature of developer on May 2021

As Mr. Eckert contended – Outlot names change frequently within developments and he has concerns that I (and other neighbors) have confused Outlot names. (Indeed – Outlot names have changed since the covenants from 2019 – but the physical location of the Outlots in question and names in the Additions provision of the covenant has remained the same) The 4th Addition final plat on record for Dominion at Steven's Creek was filed with register of Deeds on Sept 2 2020 and can be found online here.

Page 3-5 shows the position of Outlot A as defined in the 2021 covenants at the time the covenants were put into effect. Note that Outlot A is the area where the proposed apartments are planned. The proposed plats have split the space around an easement for 105th but the physical space is the same.

The developer has already platted a single Lot 1 of Outlot A (10621 Shorefront Drive, see land description attached). This action calls into question the legal intent of whether the covenants will extend to the whole of Outlot A.

Should the developer be allowed to move forward with this development – neighborhood residents will seek a legal injunction to pause this development on the premise that it violates the single-family definition outlined in these covenants and the clearly stated intention for the covenants to extend to this Outlot upon development.

Balloon Demonstration Explanation

It is clear to residents of both Dominion At Steven's Creek and Waterford that this proposal will be on property which is the highest topographically in the neighborhood. Mr. Eckert has dismissed this as being true – though there have not been any renderings of building height or final grade provided (only promised with assurances we are misunderstanding).

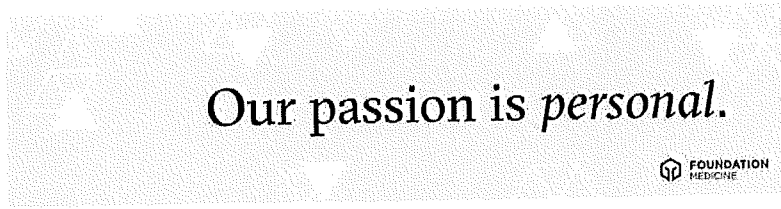
To demonstrate the visual impact on the neighborhood, we raised a grouping of 12 helium balloons 55ft – the allowed height of the building in R-3 (as measured by a drone flying parallel) - above grade in the approximate center of the proposed site of the 7 buildings. We then asked neighbors to take images from their homes to show visibility of the top of the building (though the pitched roof may actually be higher than these balloons). The impact is widespread on the surrounding Dominion at Steven's Creek & Waterford neighborhoods. See attached .pdf for images + addresses.

I also created a 360 degree drone video (the video is publicly viewable on YouTube : <https://youtu.be/3P2VyPSB2Bc>) from a drone hovering at 55ft above the approximate center of the site. Any window/door visible to the drone will have visibility to the top level of the proposed apartment building. You'll note the hundreds of windows/doors visible in this video --- across both the Dominion at Steven's Creek & Waterford neighborhoods – which will have a direct line of site on the buildings once constructed. This is a massive impact and stark contrast to any buildings in proximity. This building – thanks in part to the topography sitting on a hill – will impact the visible skyline of both Dominion & Waterford and change the overall building topography in the neighborhood.

I look forward to discussing with you all this evening. I greatly appreciate the time & attention that you have paid to this issue.

grateful,
Kathryn

KATHRYN DOORNBOS, PhD
Account Executive | NE/MN/SD/ND
C: 828.361.4813
Foundation Medicine, Inc. | 150 Second Street, Cambridge, MA 02141
www.foundationmedicine.com



LANCASTER COUNTY ASSESSOR / REGISTER OF DEEDS

QuickRef ID	Owner	Property Address	2022 Preliminary Value
R419841	DOMINION SOUTH LLC	10621 SHORE FRONT DR, LINCOLN, NE 68527	\$65,000

2022 GENERAL INFORMATION

Property Status A-Active

Property Type Real Property

Property Class Residential Unimproved

Zoning R3 - R3-Residential District

Legal Description DOMINION AT STEVENS CREEK 4TH ADDITION, Lot 1

Neighborhood Dominion Stevens Creek

Property ID 17-24-401-001-000

Taxing Unit Group 0230

2022 VALUE INFORMATION

Total Non-Ag Assessed \$65,000

Total Ag Sp Assessed \$0

2022 OWNER INFORMATION

Owner Name DOMINION SOUTH LLC

Mailing Address 429 INDUSTRIAL DR GRAND ISLAND, NE 68803

Exemptions -

Percent Ownership 100%

MARKET LAND SEGMENTS

LAND TYPE	ZONING	METHOD	ACRES	SQFT	LAND VALUE
RPI-Primary Interior Lot	R3-Residential District	Site Method of Valuation	-	8,800	\$65,000

ASSESSED VALUE HISTORY

YEAR	LAND	BUILDING	TOTAL
2021	\$65,000	\$0	\$65,000
2020	\$8,400	\$0	\$8,400

DISCLAIMER

TO ACCESS the ASSESSOR/REGISTER OF DEEDS GENERAL INFORMATION PAGE, click on the Lancaster County logo. DISCLAIMER Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The County Assessor makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The County Assessor reserves the right to make changes at any time without notice. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The County Assessor shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information.

Return to:
Greg S. Frayser, Esq.
Cline Williams Wright Johnson
& Oldfather, L.L.P.
1900 U.S. Bank Building
233 South 13th Street
Lincoln, NE 68508

RESTRICTIVE COVENANTS
(Dominion at Stevens Creek 4th Addition)

Dominion South, LLC, a Nebraska limited liability company ("Dominion South") and Starostka-Lewis, LLC, a Nebraska limited liability company ("Starostka-Lewis", and together with Dominion South, "Owner") as owner and developer of the real estate being subjected to these Restrictive Covenants ("Covenants") executes these Covenants as the 17th day of May, 2021.

RECITALS

A. Owner is the owner and developer of a single-family residential community identified as Dominion at Stevens Creek.

B. Dominion South established certain Restrictive Covenants for the common operation of the Dominion at Stevens Creek Homeowners Association, Inc. (the "Association"), which were recorded with the Lancaster County Register of Deeds on December 19, 2019 as Instrument No. 2019051818 (the "Covenants").

C. The Covenants provide that Dominion South may add adjacent or contiguous real estate to the Lots or Commons, as defined therein, at any time, by the execution and recordation of the Covenants upon the additional real estate.

D. Owner is developing a single-family residential community on the following described real estate, which is located adjacent to Dominion at Stevens Creek:

Lot 1, Dominion at Stevens Creek 4th Addition, Lincoln, Lancaster County, Nebraska.

NO
DOSTCR4

(collectively, the "Lot"). Owner shall sell to titleholders who shall be subject to these Covenants and shall be referred to as "Homeowners".

E. Owner is also the owner of the following described real estate:

Outlots B, C and D, Dominion at Stevens Creek Addition; Outlots B, C, D, E, F and G, Dominion at Stevens Creek 2nd Addition; and Outlots A, B, and C, Dominion at Stevens Creek 3rd Addition; Outlots A, B, and C, Dominion at Stevens Creek 4th Addition, all in Lincoln, Lancaster County, Nebraska.

(the "Outlots"). The Outlots are to be used and enjoyed by the Homeowners, in common with one another and with the homeowners in the previous additions, and have been or shall be conveyed to the Association as described below.

F. Owner and the Homeowners desire to add the Lots and the Outlots to the Covenants in order to provide for the common operation of the Association.

NOW THEREFORE, these Covenants are established upon the Lots and the Outlots as follows:

1. **USE:** No Lot shall be used other than for residential purposes, which for the purposes of these Covenants shall mean a use as a single-family dwelling occupied by the persons of one immediate family residing therein. No Lot shall be used for any commercial use for childcare, daycare, preschool or similar use, regardless of whether such commercial use has employees upon the premises.
2. **COMPLETION OF CONSTRUCTION:** Any building placed or constructed upon any Lot shall be completed within twelve months after the commencement of construction.
3. **ANTENNAS:** No wiring or antenna for electrical power, telephone, television, radio, or any other use shall be permitted above ground, on any Lot except within a building. One small satellite dish shall be permitted subject to the requirements of paragraph 6.d.
4. **APPROVAL OF PLANS:** Owner shall have the exclusive right to establish grades and slopes for all Lots and to fix the grade at which any building or other improvement shall be placed or constructed upon any Lot, in conformity with the general plan for the development of the Lots. Plans for any dwelling structure to be placed or constructed upon any Lot shall be submitted to Owner and shall show the design, size, and exterior material for the building or improvement and the plot plan for the Lot. The Owner shall have the exclusive right to disapprove the plans, if in the Owner's opinion, the plans do not conform to the general standard of development in the Lots. The rights and duties of the Owner under this paragraph, except as to Lots of which the Owner is the titleholder, may be assigned by the Owner in writing to the

Association at any time. Owner or Association shall either approve or disapprove the plans within seven (7) days from the day Owner receives such proposed plans, provided that if Owner or Association has not approved said plans within the seven (7) day period, the plans shall be deemed approved.

5. **GENERAL STANDARDS FOR DWELLING STRUCTURES:** The following general standards of development shall guide the Owner in the review of any plans for dwelling structures submitted for approval within the Lots. These standards shall not be relied upon, interpreted or applied as absolute requirements for plan approval. The Owner shall have the right, in its sole and absolute discretion, to modify the application and interpretation of these standards when exercising its plan approval authority. The Owner shall have the right to reduce, increase or otherwise explicitly modify these standards within other additions to the Lots:

- a. **Minimum Floor Area:** The minimum floor area for any dwelling exclusive of basements, garages, porches, patios, decks or enclosed decks shall be 1,500 square feet.
- b. **Setbacks:** The minimum setbacks of dwellings from the lot lines are established as follows:
 - i. **Interior Lots:** 25 feet from front lot line, 5 feet side lot line.
 - ii. **Corner Lots:** 25 feet from front line and 20 feet from the side street side and 5 feet from any side lot line.

Front line for corner lots to be determined by Owner. Owner shall also have the right to vary the setbacks within the limits established by the Lincoln Zoning Ordinance.

- c. **Exterior Finish:**
 - i. **Approval:** All exterior finish materials and colors, other than earth tones, shall be subject to the approval of the Owner.
 - ii. **Roofing Materials:** All roofing shall consist of architectural shingles with earth tone shades such as tan or black or grey or a shade thereof.
 - iii. **Front of dwelling:** No vinyl siding shall be allowed on the exterior front of any dwelling. A minimum of 30% brick or stone is required on the exterior front of each dwelling.
- d. **Attached Garage:** All dwellings shall have at least a full size, two-stall attached garage.

- e. Solar Panels: Solar panels shall not be allowed in any area within the Lots.

6. **GENERAL STANDARDS FOR IMPROVEMENTS AND STRUCTURES OTHER THAN DWELLINGS:** The following general standards shall be satisfied in the construction and installation of improvements and structures other than the dwelling within the Lots. Written approval for other improvements and structures is not required but shall comply with these standards. The Owner, Association and Members of the Association shall have the right to enforce these standards.

- a. Fencing. Fencing shall not be constructed closer to the street than the front elevation of any dwelling and shall be constructed with the finished side facing the lot line. No livestock fencing material of any type shall be used for construction of a fence within the Lots.
- b. Accessory Structures. Prior to installation, all accessory structures shall be approved by the Owner, as long as the Owner retains any Class B Membership Units, and thereafter by the Association. The Owner or the Association, as applicable, shall have the exclusive right to disapprove of the accessory structures, if in the Owner or the Association's opinion, the accessory structures do not conform to the general standard of development of the Lots.
- c. Dog Kennels. Any dog run or kennel shall be adequately screened from view and shall not be located in the front yard or within 7.5 feet of any lot line. Dog runs and kennels shall not be located in the front yard or side yard setback.
- d. Satellite Dish. Any satellite dish shall be located and screened so as to be as unobtrusive as is reasonably possible.
- e. Landscaping: All front, side and rear yard areas shall be sodded upon completion of any dwelling constructed within the Lots.

7. **CITY REQUIREMENTS:** All buildings within the Lots shall be constructed in conformity with the requirements of the applicable building codes of the City of Lincoln, Nebraska. Public sidewalks and street trees shall be installed during the construction of any dwelling or commercial building as required by the City of Lincoln, Nebraska.

8. **TEMPORARY STRUCTURES:** No partially completed dwelling or temporary building and no trailer, tent, shack, or garage on any Lot shall be used as either a temporary or permanent residence.

9. **NUISANCE:** No noxious or offensive activity shall be conducted or permitted

upon any Lot, nor anything which is or may become an annoyance or nuisance to the neighborhood or which endangers the health or unreasonably disturbs the quiet of the occupants of adjoining Lots.

10. **SIGNS:** No advertising signs, billboards, or other advertising devices shall be permitted on any Lot except political signs permitted by the City of Lincoln or a sign advertising a single Lot for sale. However, Owner may erect signs of any size advertising Lots for sale.
11. **ANIMALS:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot for any commercial purpose.
12. **RECREATIONAL VEHICLES:** No recreational vehicle, as defined by the Lincoln Municipal Code, shall be parked or stored upon any Lot, except within an enclosed structure. Recreational vehicles that are in operating condition may be temporarily parked or stored upon a Lot for a period of time not to exceed 14 days per year.
13. **CONSTRUCTION VEHICLES AND REFUSE SERVICE:** Owner may designate and enforce locations through and over which all construction vehicles shall enter and exit the Properties during development. Each Member shall deposit \$500.00 with Owner upon commencement of construction upon their Lot. At completion of construction and upon the Member's request, Owner shall inspect the Member's Lot for trash and debris and if the Lot is free of trash and debris the Member's deposit shall be returned to them. If the Member has not requested an inspection within six (6) months of completion of construction, the deposit shall become the property of Owner. Owner shall also have the exclusive right to designate a single provider of refuse service within the Lots.
14. **HOMEOWNERS ASSOCIATION:** Every person or entity who owns a Lot shall be a member of the Association, and agrees to be bound by the provisions of these Covenants. However, any person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to the terms of the Covenants.
15. **MANAGING AGENT:** The Owner, as long as the Owner retains any Class B Membership, or thereafter the Association, may contract for the performance of any of the Association's rights, obligations or responsibilities with any entity or individual ("Managing Agent"). The Managing Agent shall exercise such authority which may be granted by the Owner or Association, as applicable. The fee charged by the Managing Agent shall be a common expense of the Members.
16. **MEMBERSHIP:** The Association shall have two classes of membership:
 - a. **Class A Membership.** Class A membership shall include all members

of the Association except the Owner and any successor in interest. Each Class A member (each of which shall be a "Member") of the Association shall be entitled to all the rights of membership and to one vote for each Lot.

- b. Class B Membership. Class B membership shall include only the Owner and any successor in interest. The Class B member shall be entitled to five votes for each Lot. However, the Class B membership shall be converted to Class A membership when the total number of votes entitled to be cast by Class A members equals the total number of votes entitled to be cast by the Class B member.

- 17. **CONVEYANCE OF COMMONS:** The Outlots and any common area improvements designated for the use and enjoyment of all of the Homeowners (the "Commons") shall be subject to reasonable rules and regulations approved by the Board of Directors of the Association. Such common area improvements may include, but are not limited to, sidewalks, landscaping, pedestrian ways, and stormwater detention cells. Owner shall convey any Commons to the Association, free from encumbrance, but subject to easements and restrictions then of record and any requirements of the City of Lincoln within one year after the conversion of Class B membership to Class A membership.
- 18. **USE OF COMMONS:** Each Member of the Association shall have the right to use and enjoy the Commons as established by the rules, regulations and requirements of the Association and shall have an easement upon the Commons for the use thereof, which shall be appurtenant to the interest requisite for membership. In addition the City of Lincoln shall have the permanent right and easement to enter upon the Commons to maintain the Commons in the same manner as required of the Association in the event the Association fails to perform said maintenance or the Association dissolves and the owners of the Lots fail to perform said maintenance.
- 19. **RIGHTS IN COMMONS:** The rights and easements of the Members of the Association shall be subject to:

- a. The right of the Association to borrow money for the purpose of improving the Commons and to mortgage the Commons. In the event of default, the mortgagee shall have the right, after taking possession of the Commons, to charge admission and other fees as a condition of the continued use of any recreational facilities within the Commons by the Members, and to open the facilities to a wider public until the mortgage debt is satisfied. Any mortgage of the Commons shall be approved by the affirmative vote of two-thirds of each class of Members entitled to vote, present in person or by proxy, at a regular meeting of the Members or at a special meeting of the Members, if notice of the proposed mortgage is contained in the notice of the special

meeting.

- b. The right of the Association to take any steps reasonably necessary to protect the Commons against foreclosure.
- c. The right of the Association to suspend the enjoyment of the facilities by any Member for any period during which an assessment remains unpaid, and for a period not to exceed 30 days for any infraction of the published rules and regulations governing the use of the facilities.
- d. The right of an abutting Member of the Association to landscape and establish a garden space upon the Commons consistent with the rules, regulations and requirements of the Association.
- e. The right of the Association to charge reasonable admission and other fees for the use of the facilities.
- f. The right of the Association to dedicate or convey all or any part of the Commons to any public entity.
- g. The right of the City of Lincoln to enter upon the Commons to maintain the Commons as provided in Paragraph 25(b).

20. **MAINTENANCE OF LANDSCAPE SCREENS:** Each Member of the Association who is the titleholder of a Lot on which any landscape screen, whether composed of structural or live plant material, which is installed as required by the City of Lincoln, Nebraska, shall be deemed to covenant to maintain the screen.
21. **GENERAL MAINTENANCE OBLIGATIONS:** Each Member of the Association shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Lots shall be periodically mowed and loose debris and materials picked up and properly stored to prevent them from being spread and blown throughout Lots. Each Member shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.
22. **MAINTENANCE OF WETLANDS:** Every person who is a lot owner or shall become a record owner of a fee or undivided interest of a Lot shall comply with all requirements associated with wetlands areas including, but not limited to, maintaining any area designated as wetlands in accordance with all regulatory requirements of the U.S. Army corps of Engineers and/or the U.S. Environmental Protection Agency.
23. **FAILURE TO MAINTAIN:** In the event any Member fails or refuses to perform any required maintenance and upkeep of any landscape screen or the general

maintenance obligations, the Owner or Association after 7 days-notice to the Member in default, may perform the required work or maintenance. The actual cost of performing the work or maintenance together with a 10% administrative fee shall be the personal obligation of the Member who is or was the owner of the Lot failing to perform their maintenance obligations, shall bear interest at the rate of 14%, or if lower, the maximum rate permitted by law, when shown of record, per annum and shall be a lien upon the Lot assessed.

24. ASSOCIATION RESPONSIBILITIES: The Association, shall provide services including, but not limited to, the following:

- a. Maintenance of Commons. The Association covenants and each member of the Association, by the acceptance of a deed by which the interest requisite for membership is acquired, shall be deemed to covenant to maintain the Commons to the extent not otherwise provided for by these Covenants, which covenants by the Members shall be satisfied by the payment of annual and special assessments for the administration, maintenance or improvement of the Commons. This shall include but not be limited to the obligation to mow, water, and maintain landscaping in all common areas.
- b. City of Lincoln Maintenance. The City of Lincoln has approved the final plats of Dominion at Stevens Creek 4th Addition upon the condition that the Commons be maintained by the Owner on a continuous basis. The Association Covenants and each Member of the Association by the acceptance of a deed to a Lot shall be deemed to covenant to assume the obligations of the Owner to comply with the requirements of the final plats regarding continuous and permanent maintenance of the Commons. Each owner of a Lot by acceptance of a deed to the lot shall further be deemed to covenant that in the event the Association dissolves, such owner of the Lot shall remain jointly and severally liable with all other owners of a Lot for the cost of administering and maintaining the Commons in the same manner as required of the Association under this paragraph. In the event the owners of such Lots fail or refuse to perform any required maintenance and upkeep of the Commons, City of Lincoln after seven (7) days' notice to such owners may perform the required maintenance and assess each Lot owner thereof for the cost of the performance of such maintenance. Each assessment of the City of Lincoln's actual cost of performing the maintenance shall be the personal obligation of the owner who is the owner of the Lot at the time of assessment and shall be a lien upon the Lot assessed. To evidence such lien for unpaid assessments, the City of Lincoln shall prepare a written notice setting forth the amount, the name of the owner of the Lot and a

legal description thereof. Such notice shall be signed on behalf of the City of Lincoln by the Mayor and shall be recorded with the Register of Deeds of Lancaster County, Nebraska. Each owner shall pay the owner's share of the City of Lincoln's actual cost of maintaining the Commons within thirty (30) days following the receipt of an assessment therefore. Delinquent payments shall be subject to a late charge of 10% of the delinquent payment or twenty dollars (\$20.00), whichever is greater.

25. **LIEN OF DUES AND ASSESSMENTS:** The lien of any dues, refuse service charges, or special assessment shall be subordinate to the lien of any mortgage placed upon the Lot against which the assessment is levied.

26. **ANNUAL ASSESSMENTS AND LIENS:** Annual dues and special assessments, other than for capital improvements, may be levied by the Board of Directors of the Association. Any special assessment for capital improvements shall be approved by affirmative vote of two-thirds (2/3) of each class of Members affected and entitled to vote, at a regular meeting of the Members or at a special meeting of the Members, if notice of a special assessment is contained in the notice of the special meeting.

The Members shall pay annual dues, assessments and special assessments to the Association or Managing Agent as billed. Each Member's dues and assessment shall be determined on an annual basis for each fiscal year. The amount of annual dues shall be based upon an estimate of the Association's costs for administration, maintenance and improvement of the Commons and each Member shall pay the annual dues so established in advance. At the end of each fiscal year, a statement of the total annual Common's operating costs may be presented to the Members of the Association and the Members shall pay any excess charge to the Association within thirty (30) days of the statement.

- a. **Association Budget.** The Association or Managing Agent may prepare, and make available to each Member a pro forma operating statement (budget) containing: (1) estimated revenue and expenses on an accrual basis; (2) the amount of any cash reserves of the Association currently available for replacement or major repair of the Commons and for contingencies; (3) an itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to, major components of the Commons; and (4) a general statement setting forth the procedures used by the Association in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Commons.
- b. **Additional Charges:** In addition to any amounts due or any other relief or remedy obtained against a Member who is delinquent in

the payment of any dues, refuse service charges or assessments, each Member agrees to pay such additional costs, fees, charges and expenditures ("Additional Charges") as the Association, refuse service provider or Managing Agent may incur or levy in the process of collecting from each Member monies due and delinquent. All Additional Charges shall be included in any judgment in any action brought to enforce collection of delinquent dues or assessments. Additional Charges shall include, but not be limited to, the following:

- i. Attorneys' Fees: Reasonable attorney's fees and costs incurred in the event an attorney(s) is employed to collect any dues, assessment or sum due, whether by suit or otherwise;
 - ii. Late Charges: A late charge in an amount to be fixed by the Association to compensate the Association for additional collection costs incurred in the event any dues, assessment or other sum is not paid when due or within any "grace" period. The late charge shall not exceed ten percent (10%) of the delinquent assessment or twenty dollars (\$20), whichever is greater.
 - iii. Costs of Suit: Costs of suit and court costs incurred as allowed by the court;
 - iv. Filing Fees: Costs of filing notice of lien in the office of the Register of Deeds;
 - v. Interest: Interest on all dues and assessments at the rate of 14% per annum, or if less, the maximum rate permitted by law, beginning thirty (30) days after the assessment becomes due; and
 - vi. Other: Any other costs that the Association may incur in the process of collecting delinquent dues and assessments.
- c. Lien. The dues and assessments shall be the personal obligation of the Member who is the owner of the Lot assessed at the time of the assessment and when shown of record shall be a lien upon the Lot assessed.
- d. Fines. The Association may create a schedule of fines for violation of Association rules and regulations which fine shall be treated and billed as a special assessment to the offending Member's Lot.

27. **ADDITIONS:** The Owner may add additional contiguous or adjacent real estate to the Lots or the Commons, at any time, without the consent of the Members of the Association. Additions shall be made by the execution and recordation of Restrictive Covenants upon the additional real estate, making the addition subject to these Restrictive Covenants; provided the general standards set forth in paragraphs 5 and 6 may be reduced, increased or otherwise modified within any such addition. It is the intent of the Owner that the following real estate will be added to these Covenants upon subdivision of such real estate into lots for development of residential dwelling units: Outlot A, B, and C, Dominion at Stevens Creek 4th Addition, City of Lincoln, Lancaster County, Nebraska.

28. **AMENDMENTS:** These Restrictive Covenants shall run with the land and shall be binding upon and enforceable by the Owner and all persons claiming under the Owner. These Restrictive Covenants may be terminated or modified, in writing, by the owners of two-thirds of the Lots, at any time. However, the provisions of these Restrictive Covenants governing membership in the Association and the maintenance of the Commons shall not be terminated or modified without the consent of the City of Lincoln, Nebraska.

29. **ENFORCEMENT:** The enforcement of these Restrictive Covenants may be by proceedings at law or in equity against any person violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation or to recover damages and, by the Association, designated refuse service provider, or Owner, may be to enforce any lien or obligation created hereby.

In the event the Association dissolves, the City proceedings may be to restrain violation of the duty to maintain the Commons, to recover monetary judgement upon the personal obligation and debt of the owner of any Lot, to pay such owner's share of the City of Lincoln's cost to maintain the Commons, or to foreclose upon the defaulting owners Lot in a like manner as mortgages on real property. Suit to recover monetary judgement for unpaid assessments for the cost to maintain the Commons shall be maintained without foreclosure of the owner's Lot or waiving the lien securing the assessment.

30. **SEVERABILITY:** The invalidation of any one of these Restrictive Covenants shall not affect the validity of the remaining provisions hereof.

[SIGNATURE PAGE FOLLOWS]

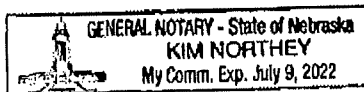
"OWNER"

DOMINION SOUTH, LLC

By: [Signature]
Mark Lewis, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Restrictive Covenants of Dominion at Stevens Creek 4th Addition were acknowledged before me this 17 day of MAY, 2021, by Mark Lewis, Managing Member of Dominion South, LLC, a Nebraska limited liability company, on behalf of the company.



[Signature]
Notary Public
Name: KIM NORTHEY

STAROSTKA-LEWIS, LLC

By: [Signature]
Mark Lewis, Managing Member

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing Restrictive Covenants of Dominion at Stevens Creek 4th Addition were acknowledged before me this 17 day of MAY, 2021, by Mark Lewis, Managing Member of Starostka-Lewis, LLC, a Nebraska limited liability company, on behalf of the company.

[Signature]
Notary Public
Name: KIM NORTHEY

DOMINION AT STEVENS CREEK 4TH ADDITION

FINAL PLAT
BASED ON SPECIAL PERMIT #17022 & PRELIMINARY PLAT #07001

SURVEYOR'S CERTIFICATE

I hereby certify that I have caused to be surveyed the Subdivision to be known as "Dominion at Stevens Creek 4th Addition". A subdivision of Outlot "H" Dominion at Stevens Creek Addition, and Lot 24, Irregular Tracts, located in the Southwest Quarter of Section 24, Township 10 North, Range 7 East, of the 8th P.M., Lincoln, Lancaster County, Nebraska and more particularly described as follows:

Referring to the Southwest Corner of the Southeast Quarter of said Section 24, thence North on the West Line of the Southwest Quarter and on the West Line of Lot 20 Irregular Tracts on an assumed bearing of N 00°10'16" E for a distance of 746.12 to the Southwest Corner of Outlot "H" Dominion at Stevens Creek Addition, said point being the Point of Beginning.

Thence continuing on the West Line of the Southeast Quarter of Section 24 and on the West Line of Outlot "H" Dominion at Stevens Creek Addition, N 00°10'16" E for a distance of 1394.44 to the Northwest Corner of said Outlot "H";
Thence on the Northerly Line of Outlot "H" Dominion at Stevens Creek Addition the following 6 courses:

S 73°23'49" E for a distance of 71.88';

Thence S 24°43'59" E for a distance of 244.78';

Thence S 77°32'39" E for a distance of 124.90';

Thence N 07°10'16" E for a distance of 124.90';

Thence with a non-tangent curve turning to the left with an arc length of 64.90', with a radius of 530.00', with a chord bearing of S 65°37'51" E, with a chord distance of 64.88';

Thence S 65°37'51" E for a distance of 336.29' to the Northeast Corner of Outlot "H" Dominion at Stevens Creek Addition;

Thence on the Easterly Line of Outlot "H" Dominion at Stevens Creek Addition, and on the East Line of Lot 24, Irregular Tracts the following 5 courses:

S 00°51'40" W for a distance of 320.63';

Thence N 89°08'20" W for a distance of 201.79';

Thence S 00°51'40" W for a distance of 720.00';

Thence N 89°08'20" W for a distance of 441.82';

Thence S 00°51'40" W for a distance of 279.37' to the Southwest Corner of said Lot 24;

Thence N 89°08'20" W, on the South Line of Lot 24 Irregular Tracts, for a distance of 137.94' to the Southwest Corner of said Lot 24; Thence N 00°10'16" E, on the West Line of Lot 24 Irregular Tracts, for a distance of 23.34' to the Northwest Corner of said Lot 24, said point also being on the Southerly Line of Outlot "H" Dominion at Stevens Creek Addition;

Thence S 89°14'59" W, on the Southerly Line of Outlot "H" Dominion at Stevens Creek Addition, for a distance of 224.51' to the Point of Beginning, and having a calculated area of 22.50 Acres more or less.

Subject to any and all easements and restrictions of record

Permanent monuments have been placed at all lot corners, street intersections, points of curvature, certificate points of tangency, and at all other points required by the City of Lincoln, Land Subdivision Ordinance, Title 26 of the Lincoln Municipal Code.

All dimensions are shown measurements unless shown otherwise, and are in feet or decimals of a foot.

Signed this 12 day of September, 2020

Mark D. Repel

Mark D. Repel #695
Allied Surveying & Mapping, Inc.
8535 Executive Woods Drive, Suite 200
Lincoln, NE 68512
Ph. (402)344-2886



PLANNING DIRECTOR'S APPROVAL

The Planning Director, pursuant to Section 26-11.060 of the LMC, hereby approves this Final Plat.

Stephanie H. Hines
Planning Director
Date September 2, 2020

DEDICATION

The foregoing plat, known as Dominion at Stevens Creek 4th Addition, as described in the surveyor's certificate, is submitted to the City of Lincoln, Nebraska, with the free consent and in accordance with the desires of the undersigned, the sole owner of the easements shown thereon are hereby granted in perpetuity to the CITY OF LINCOLN, NEBRASKA, a municipal corporation, their successors, assigns and permittees, to allow entry for the purpose of construction, reconstruction, repair, operation and maintenance of wires, cables, conduits, poles, towers, pipes, and equipment for the distribution of electricity and gas, telephone and cable television, wastewater collectors, storm drains, water mains and all appurtenances thereto, over, upon, or under the easements as shown on the foregoing plat.

The construction or location of any building or structure, excluding fences, over, upon, or under any easement shown thereon shall be prohibited.

The City of Lincoln, Nebraska, its successors, assigns and permittees are hereby held harmless for the cost of replacement or damage to any improvement or vegetation over, upon, or under any easement shown thereon.

The streets shown thereon are hereby dedicated to the public.

WITNESS MY HAND:

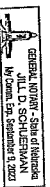
Mark Lewis, Managing Member
Dominion South LLC, a Nebraska Limited Liability Company

ACKNOWLEDGMENT

STATE OF NEBRASKA)
LANCASTER COUNTY) SS

On this 12 day of September, 2020 before me, the undersigned, a notary public, duly commissioned, qualified and residing in said county, personally came Mark Lewis, Managing Member Dominion South LLC, a Nebraska Limited Liability Company, to me personally known to be the identical person whose name is affixed to the dedication of the foregoing plat, and he acknowledged the same to be his voluntary act and deed and the voluntary act and deed of said company.

Mark D. Repel
NOTARY PUBLIC
My commission expires the 9 day of September, 2023.



PostCR4

#5829

SHEET INDEX	
COVER SHEET	SHEET 1
LIEN HOLDERS CONSENT	SHEET 2
DRAWING PAGE	SHEET 3
DETAILS OF PLAT LOTS	SHEET 4
DETAIL PAGE - LOT 1	SHEET 5

DOMINION AT STEVENS CREEK 4TH ADDITION

FINAL PLAT
BASED ON SPECIAL PERMIT #17022 &
PRELIMINARY PLAT #07001

LIEN HOLDER CONSENT AND SUBORDINATION

The undersigned, holder of that certain lien against real property described in the plat known as "Dominion at Stevens Creek 4th Addition", said lien being recorded in the Office of Register of Deeds of Lancaster County, Nebraska, as Instrument Number 2018002609 does hereby consent to the dedication of and subordinate the Lien to any utility (sewer, water, electric, cable TV, telephone, natural gas) easements, or streets, or roads, pedestrian way easements, and access easements and relinquishments of access, dedicated to the public, all as shown on the Plat, but not otherwise. The undersigned confirms that it is the holder of the Lien and has not assigned the Lien to any other person.

Five Points Bank

Trustee and Beneficiary

By: Brady Bauer Vice President
Name Title

ACKNOWLEDGMENT

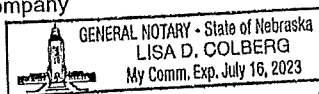
STATE OF NEBRASKA)
) SS
Lancaster COUNTY)

The foregoing instrument was acknowledged before me this 20 day of

JULY, 2020, by BRADY BAUER,
Name

VICE PRESIDENT on behalf of said Five Points Bank.
Title Company

Lisa D. Colberg
NOTARY PUBLIC

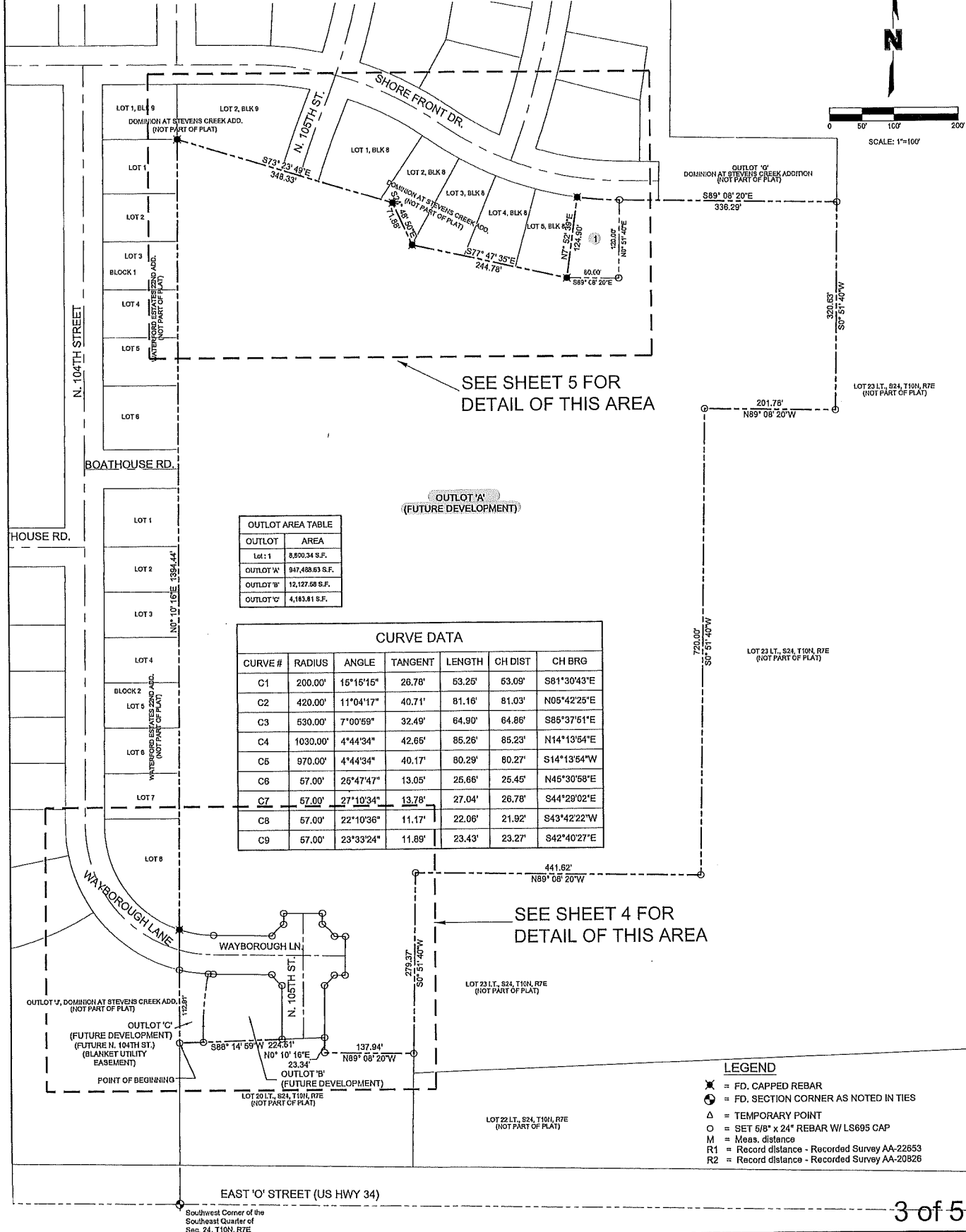


My commission expires the 20th day of July, 2020.

2 of 5

DOMINION AT STEVENS CREEK 4TH ADDITION

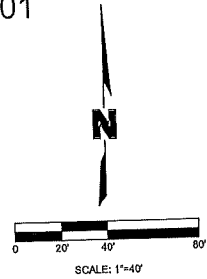
FINAL PLAT
BASED ON SPECIAL PERMIT #17022 & PRELIMINARY PLAT #07001



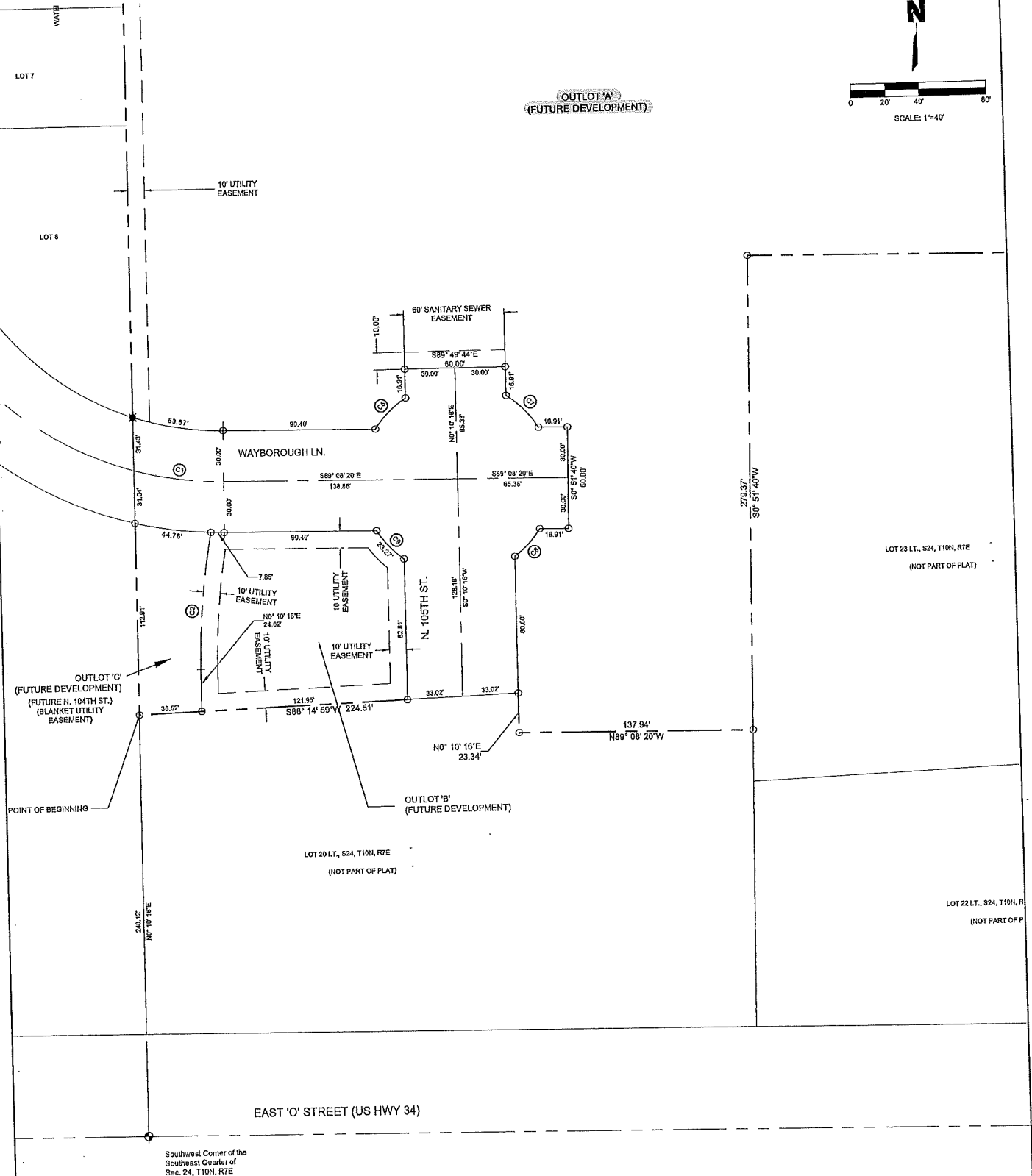
DOMINION AT STEVENS CREEK 4TH ADDITION

FINAL PLAT

BASED ON SPECIAL PERMIT #17022 & PRELIMINARY PLAT #07001

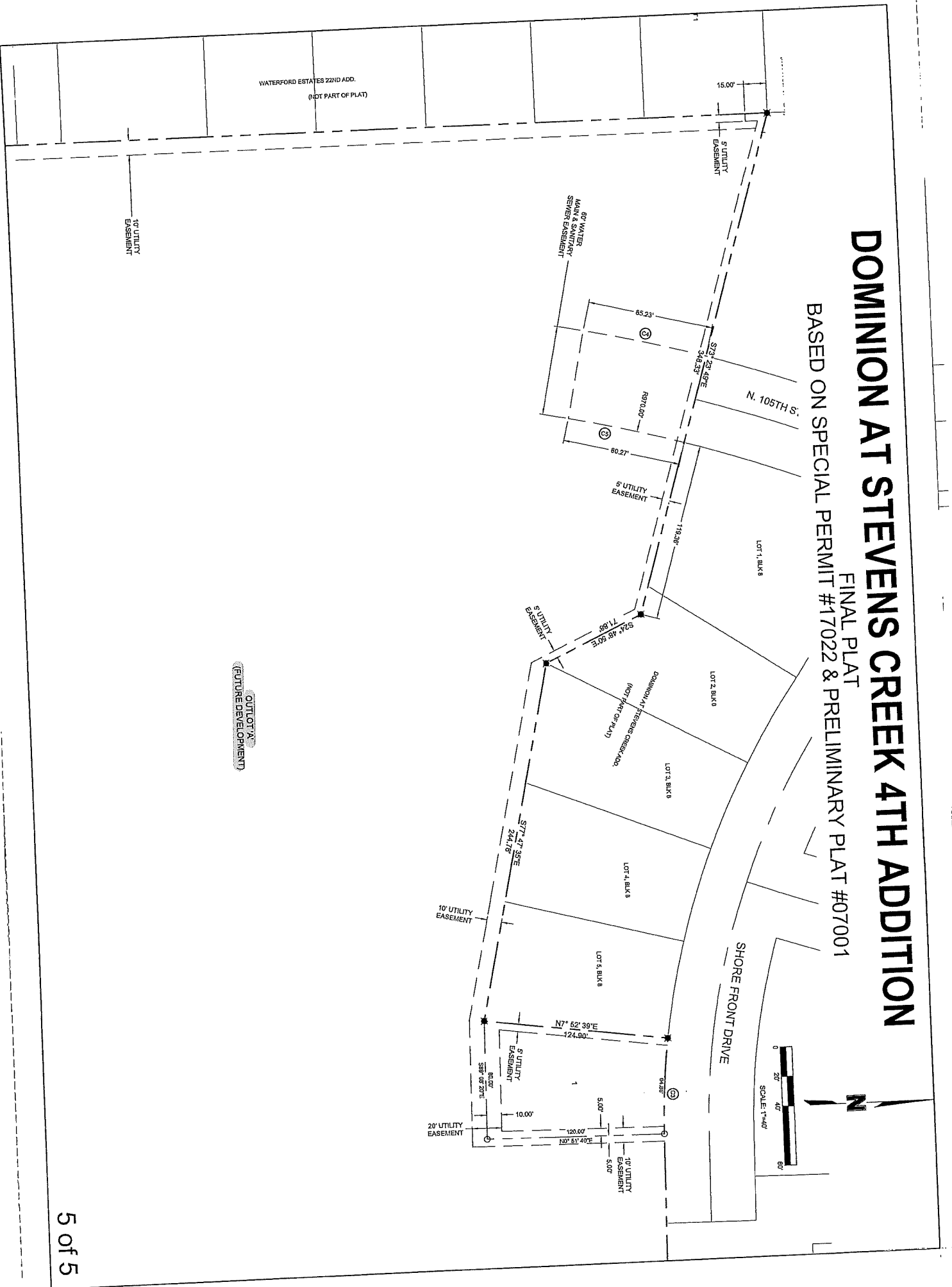



OUTLOT 'A'
(FUTURE DEVELOPMENT)



DOMINION AT STEVENS CREEK 4TH ADDITION

FINAL PLAT
BASED ON SPECIAL PERMIT #17022 & PRELIMINARY PLAT #07001



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News Releases: Region 07
https://epa.gov/newsreleases/search/press_office/region-07-226173
[CONTACT US <https://epa.gov/newsreleases/forms/contact-us>](https://epa.gov/newsreleases/forms/contact-us)

EPA Fines Construction Company in Lincoln, Nebraska, for Alleged Clean Water Act Violations

July 27, 2021

Contact Information

Curtis Carey (carey.curtis@epa.gov)

913-551-7506

Environmental News

FOR IMMEDIATE RELEASE



(Lenexa, Kan., July 27, 2021) - The U.S. Environmental Protection Agency (EPA) has reached a settlement with Starostka-Lewis LLC for alleged violations of the federal Clean Water Act, including unauthorized discharges of pollutants from the company's residential construction site in Lincoln, Nebraska, into an adjacent stream. Under the terms of the settlement, the company agreed to pay a civil penalty of \$60,009.

According to EPA, Starostka-Lewis LLC violated terms of a Clean Water Act permit issued to the company for its Dominion at Stevens Creek residential construction site. EPA inspected the site in 2019 and alleges that, among other permit violations, the company failed to implement practices to limit the release of construction pollution into streams and other waters. EPA says those failures resulted in discharges of sediment and construction-related pollutants into a tributary to Stevens Creek and Waterford Lake.

In the settlement documents, Starostka-Lewis certified that it took the necessary steps to return to compliance.

Under the Clean Water Act, companies that propose to disturb an acre or more of land in proximity to protected water bodies are required to obtain stormwater construction permits and to follow the requirements outlined in those permits in order to reduce pollution runoff. Failure to obtain a permit or to follow the requirements of a permit may violate federal law.

###

Learn more <https://epa.gov/enforcement/water-enforcement> about EPA's enforcement of the Clean Water Act

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Follow.



LAST UPDATED ON JULY 27, 2021

BALLOON DEMONSTRATION

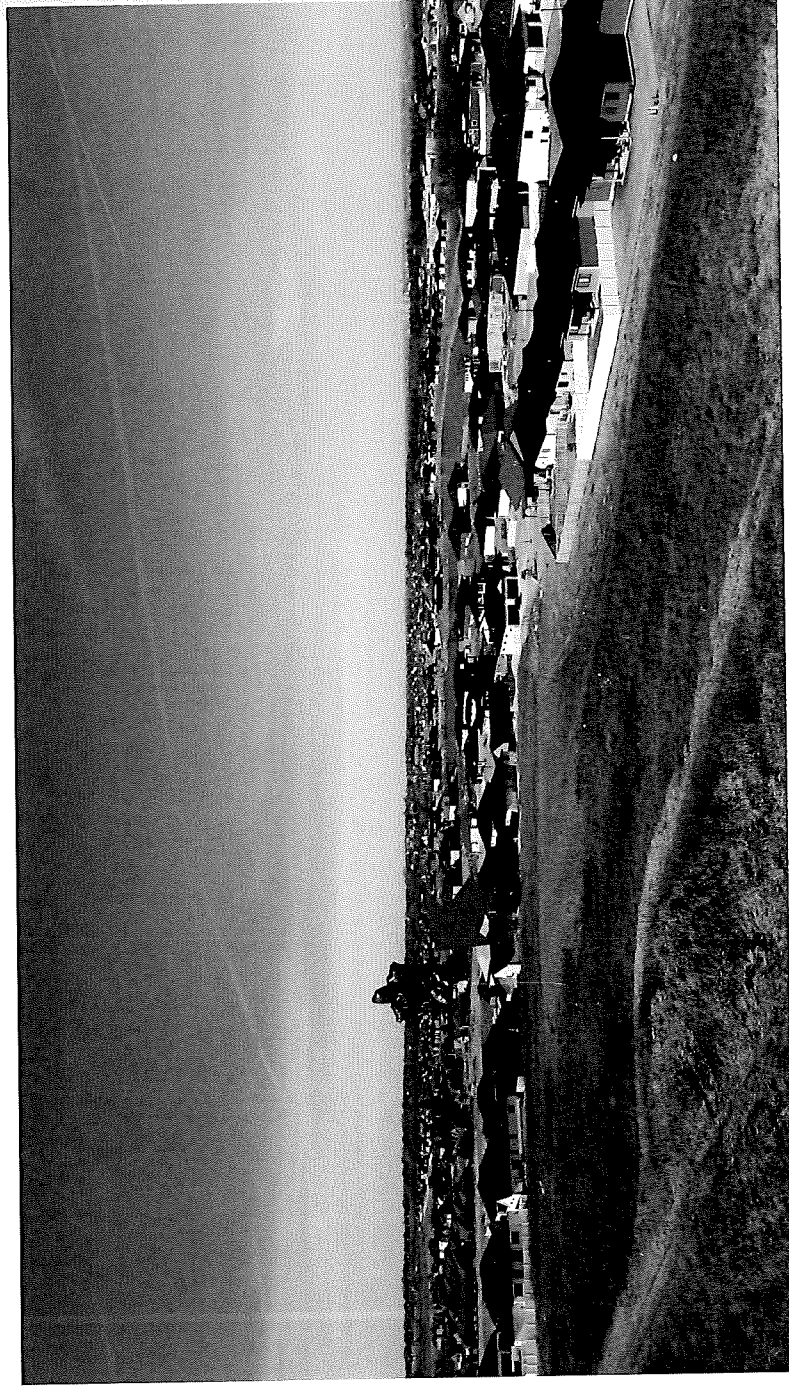
Proposed height of SUP17022A multifamily, multiplex buildings -
R-3 = 55ft before pitched roof

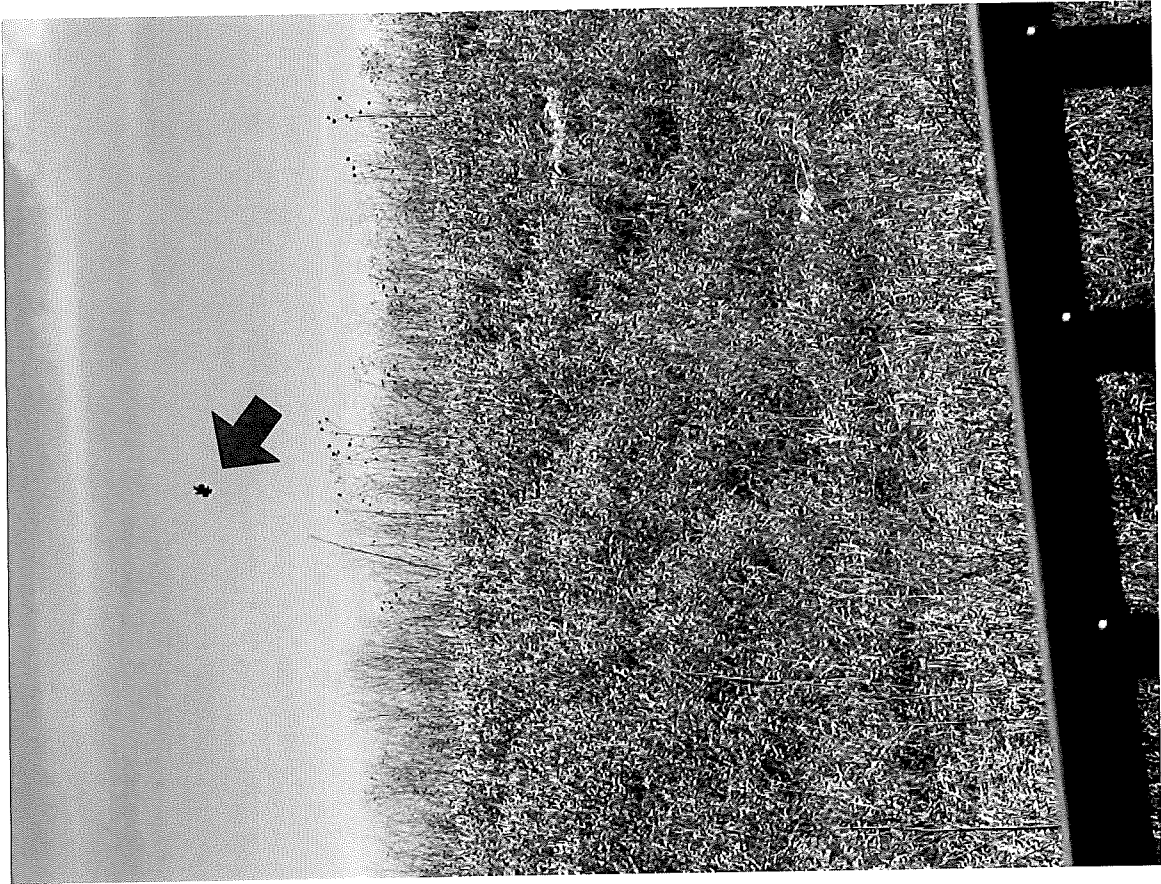
Balloons flown at 55ft for demonstration purposes. Photographs
from various points in Dominion & Waterford neighborhood

View of Balloons from a drone hovering at 55ft

Balloons were raised to a height of 55ft as verified by a drone hovering at same height (length of rope wasn't sufficient for measurement considering wind caused them to raise at an angle)

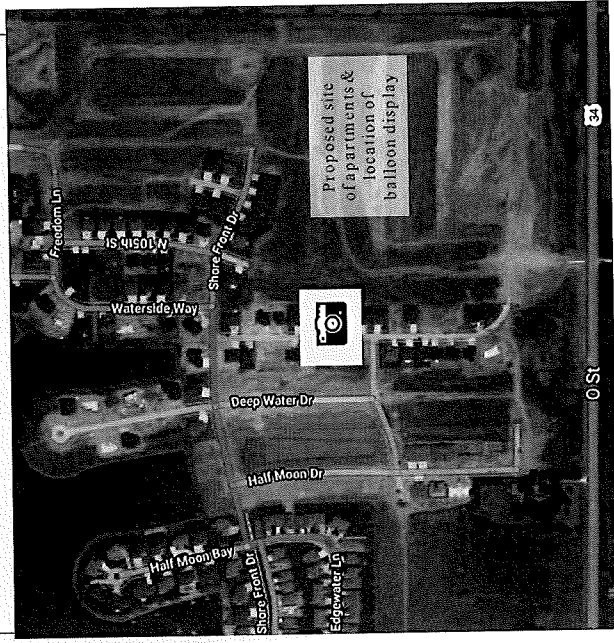
55ft was chosen because this is the height allowable by R-3 of the building before pitched roof (building may in reality, be perceived to be higher depending on roof pitch/height which is unknown at this time)





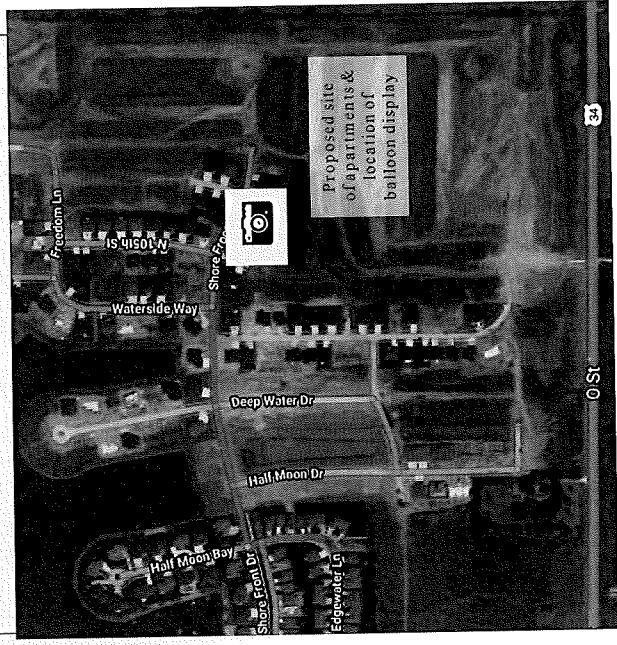
434 N 104th

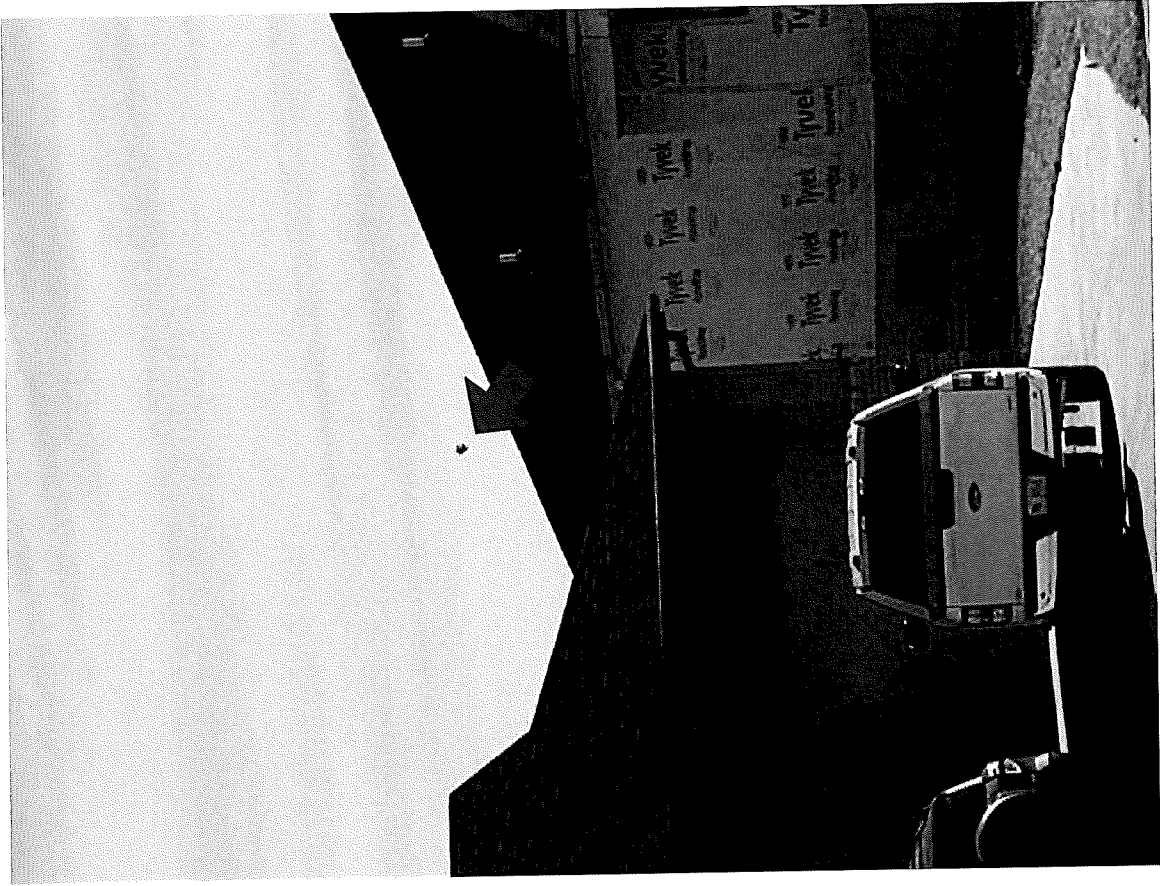
From resident's backyard



10511 Shore Front Dr.

From resident's backyard





461 N 104th

From the resident's front
door





504 N 106th

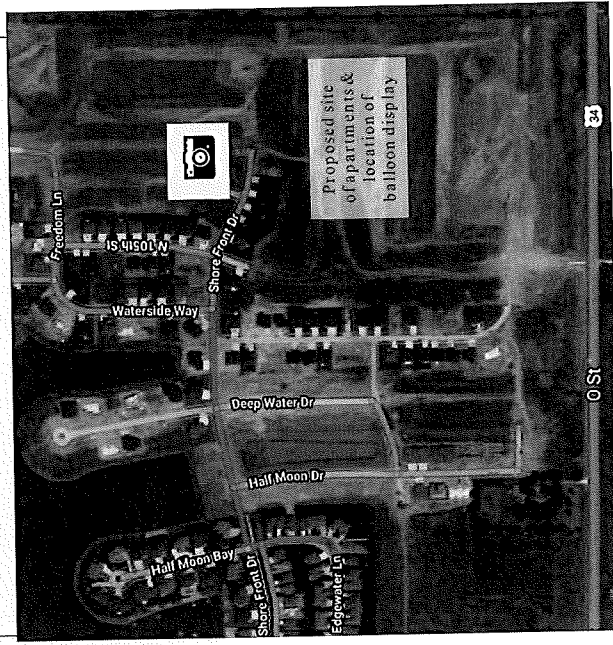
From the resident's
backyard



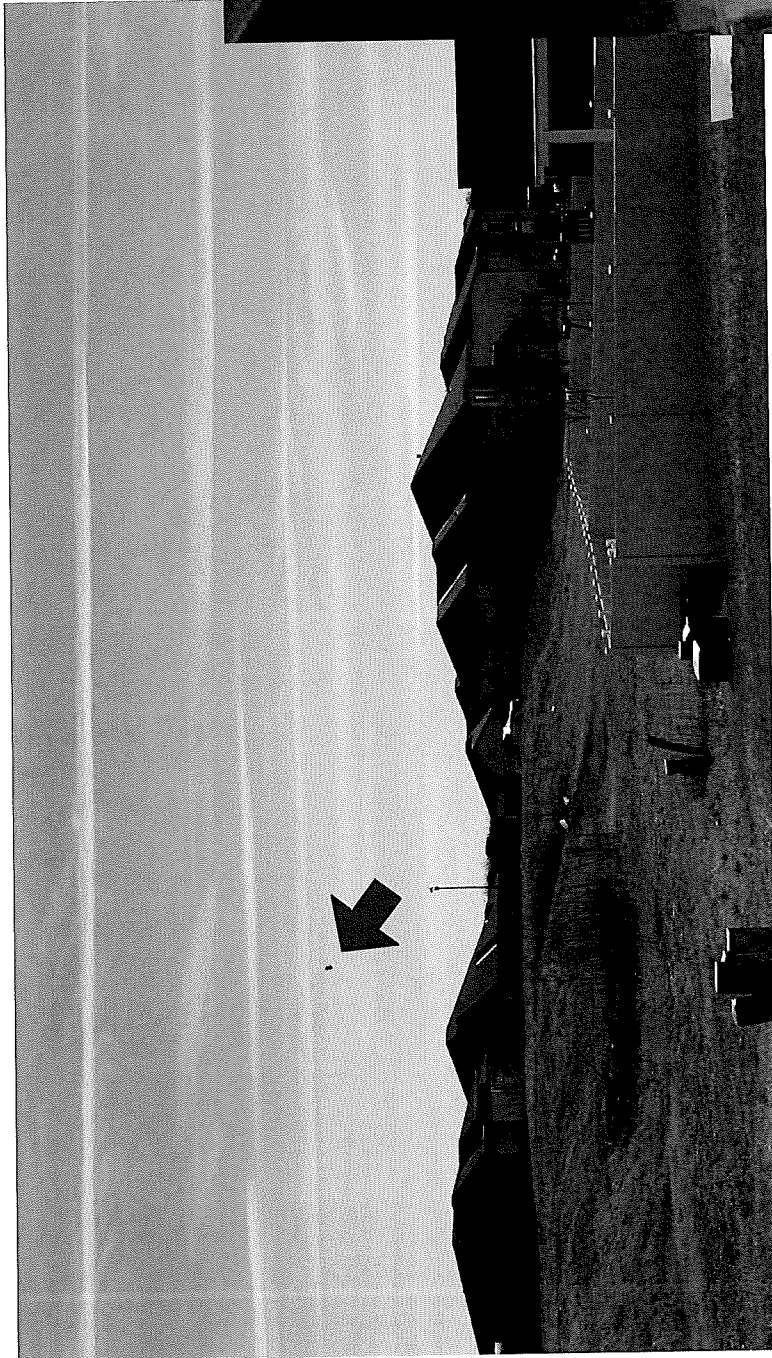
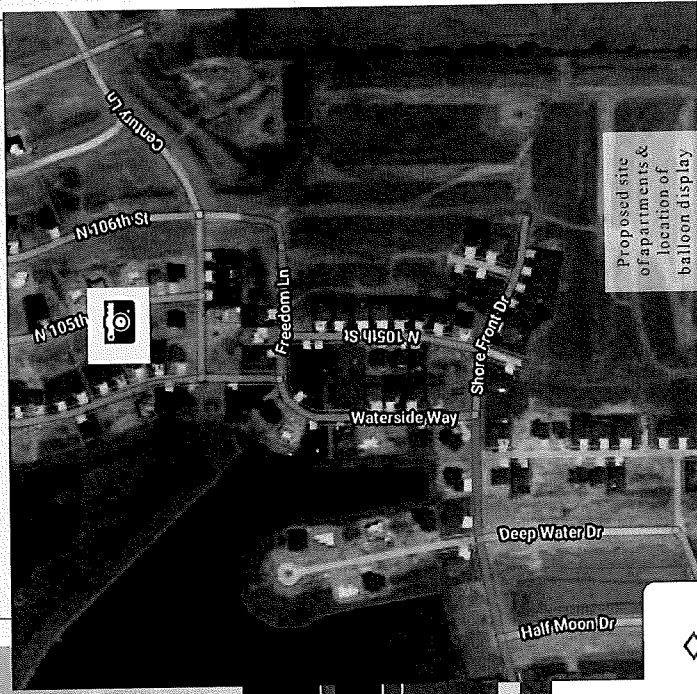


504 N 106th

From the resident's kitchen
window

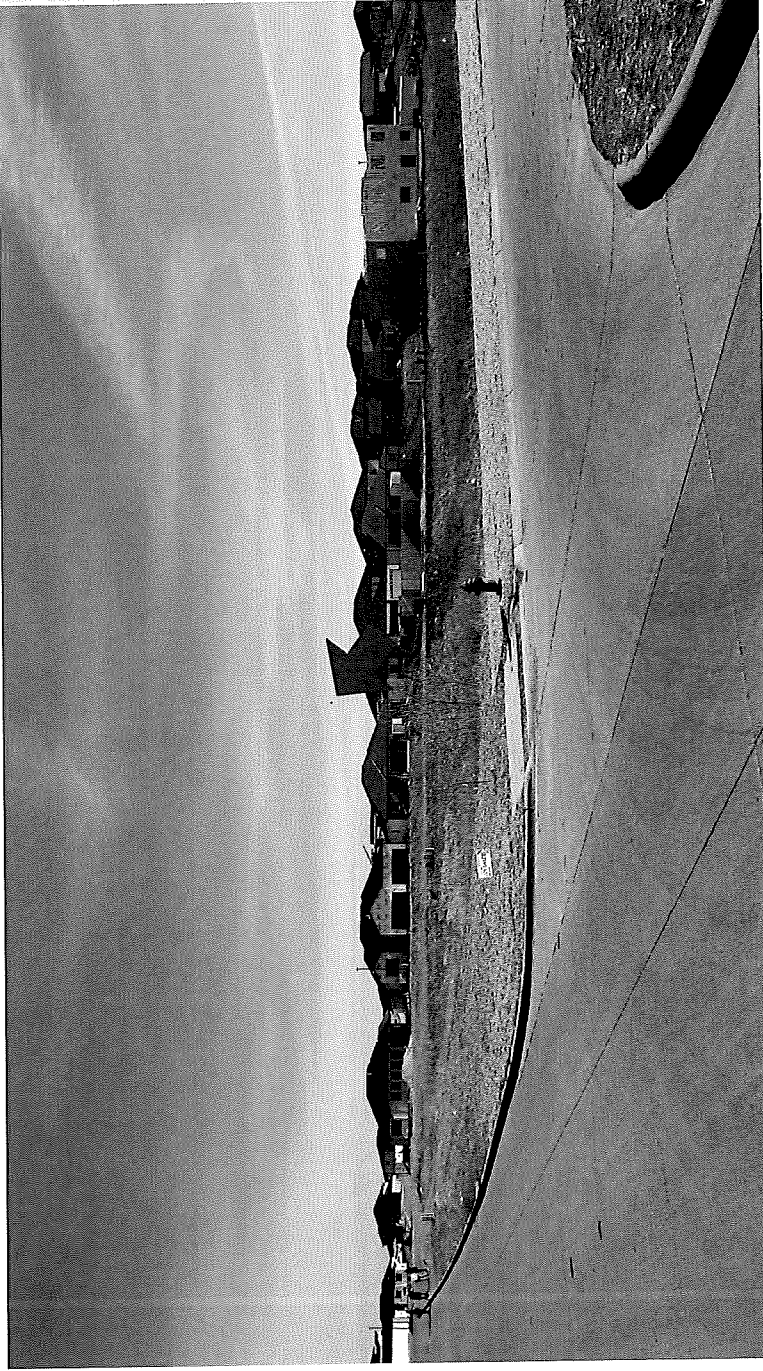


From ~1000 N
105th

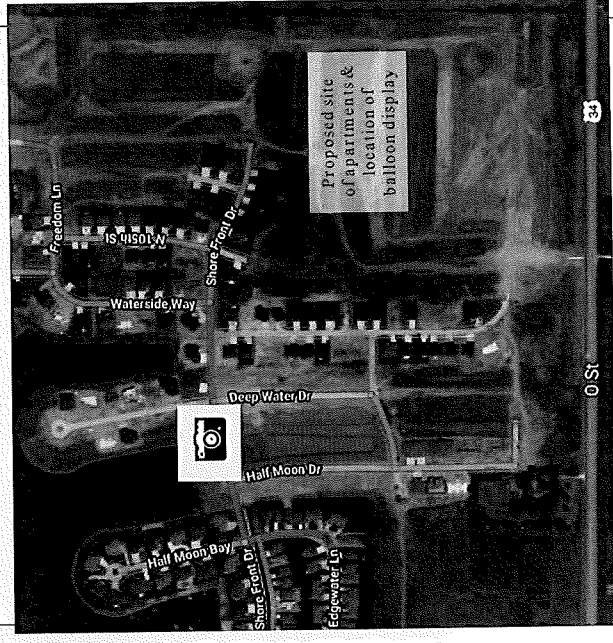


From 701N
105th



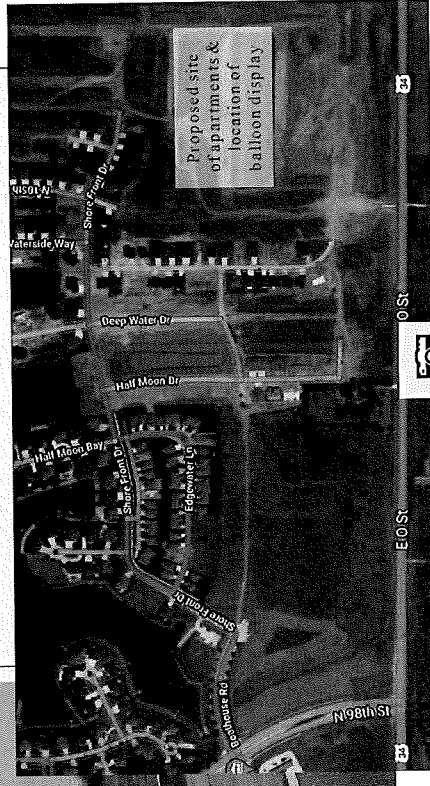


Looking SE from Shorefront & Half Moon Bay



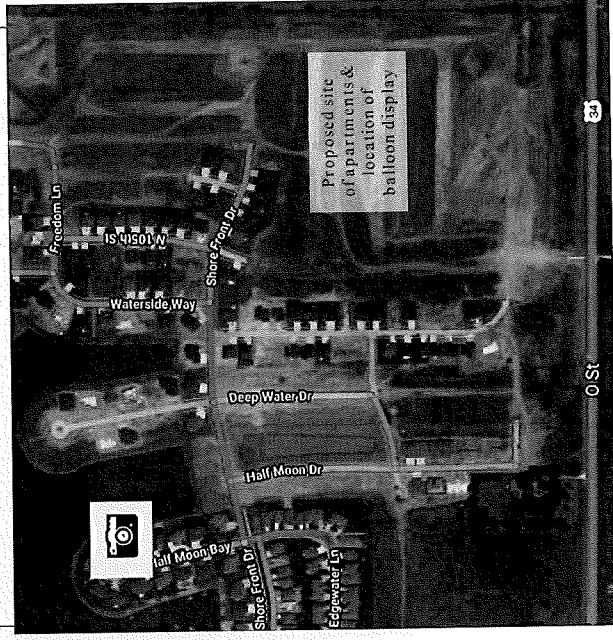
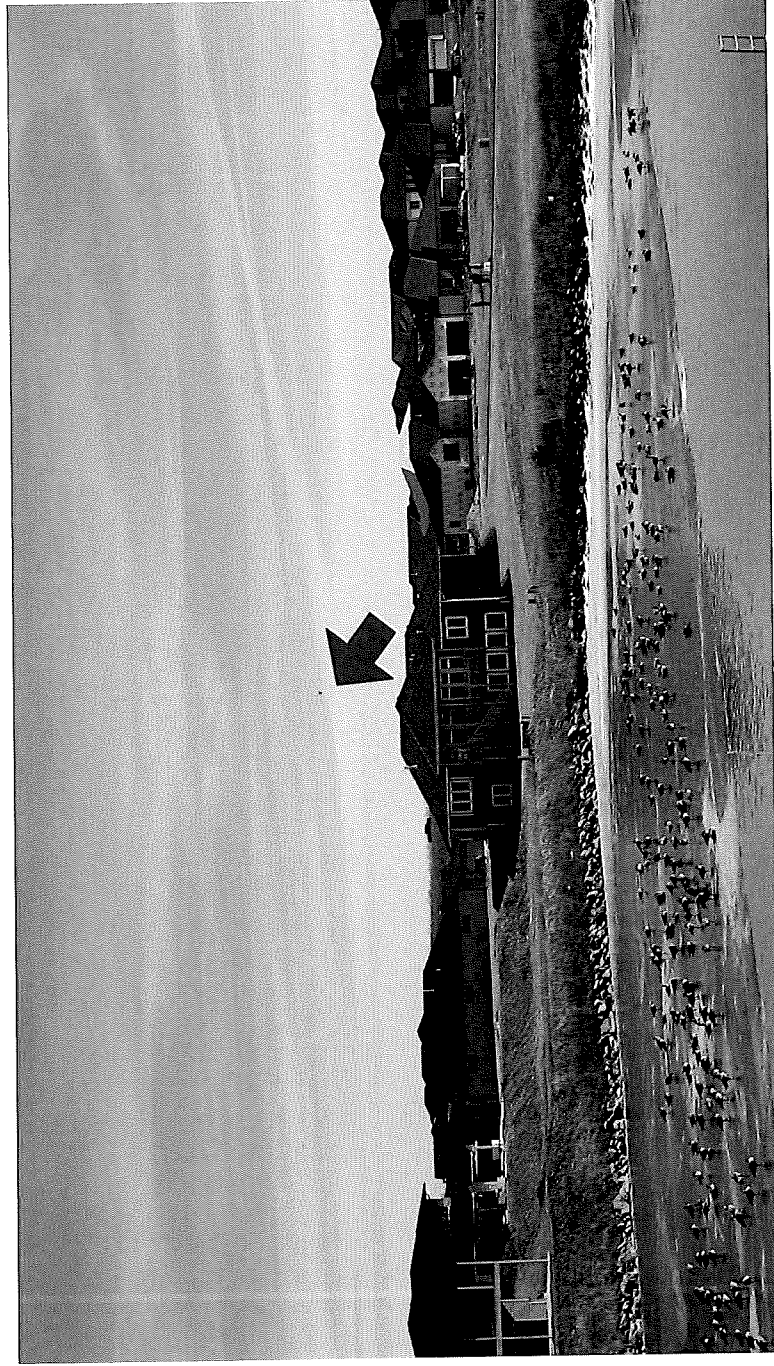
Looking NE from ~100th & O Street

Shot from O Street south
shoulder at ~100th



Looking Southeast from Half Moon Bay

Shot between 532 & 540
Half Moon Bay



Proposed site
of apartments &
location of
balloon display

0 St

34

JaMel E. Ways

From: Fran Jones <treasurefinds15@icloud.com>
Sent: Monday, January 31, 2022 2:02 PM
To: Council Packet
Subject: Democratic policy's that are being pushed through by the Lincoln city council.

I am an Independent voter and I am truly unhappy with the laws the council is putting into law. And any of the democratic agenda that is being pushed down peoples throats in Nebraska. Everything should be voted on by the people. There should be absolutely no votes left in the hands of any one of you people. # get them out of Nebraska seats!!!!

Sent from my iPhone

JaMel E. Ways

From: Ed Holloway <ed.k0rpt@gmail.com>
Sent: Monday, January 31, 2022 7:47 PM
To: Council Packet
Subject: Champion Center Children Center

Council members,

Though this is a great idea, caution should be had. Crossing Cornhusker being the largest of concerns for children of all ages. Second, the Tack Room bar being next door and the parking lots next to each other causes concern for a 10pm time frame for children to leave, even picked up by parents. Another detailed look at this should be taken.

Thanks!

Ed Holloway.

--

Ed Holloway, KØRPT
President, Nebraska Amateur Radio Emergency Services, Inc.
ARRL NE Section Emergency Coordinator
ARRL Emergency Coordinator
Lancaster County, NE
8310 Sandalwood Dr.
Lincoln, Ne 68510
402-326-1139
k0rpt@arrl.net

JaMel E. Ways

From: Colter Clarke <colterc@saltdogs.com>
Sent: Tuesday, February 1, 2022 10:37 AM
To: Council Packet
Subject: Lincoln Saltdogs Giveaway Baseball

Good morning,

I am reaching out today in regards to the idea of using the new Lincoln city flag logo on a giveaway baseball this summer at Haymarket Park prior to a Lincoln Saltdogs baseball game.

Will you give me information on how we can get approval for this idea and if it is approved, is there an official graphic that can be sent to us in order to get these baseballs produced?

Thank you for your time and consideration.

Colter Clarke

Lincoln Saltdogs

Director of Ticketing

402-441-4182

colterc@saltdogs.com

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JaMel E. Ways

From: lisa kelly <kellygreen34@hotmail.com>
Sent: Tuesday, February 1, 2022 12:40 PM
To: Council Packet
Subject: please support updating title 11 ordinance

Hello Council Members -

Please vote to support updating the title 11 ordinance. It has long been needed and can only do good for our community. Letting you know as a Lincoln resident, I am in support.

Lisa Kelly
128 N 13th St. #407
Lincoln, NE 68508

JaMel E. Ways

From: Glenda Dietrich Moore <creationenergy@outlook.com>
Sent: Tuesday, February 1, 2022 5:06 PM
To: Council Packet
Subject: Revisions to Title 11

Dear Council members,

I am writing this email to let you know that I wholeheartedly support Councilwoman Washington's proposed revisions to Title 11 of Lincoln's Municipal Code. We need to adopt nondiscrimination protections so that all of Lincoln's citizens feel safe and supported. I urge you to vote FOR this proposal.

Sincerely,

Glenda Dietrich Moore

5401 Franklin St.

Lincoln NE 68506

JaMel E. Ways

From: Susan Knisely <nlcsusan@yahoo.com>
Sent: Tuesday, February 1, 2022 7:17 PM
To: Council Packet
Subject: Support for ordinance updating Title 11 of Lincoln Municipal Code

Dear Council Members,

I am writing to express my support for Sandra Washington's proposed ordinance to amend Title 11 of Lincoln's Municipal Code. I want to live in a city that protects people from discrimination on the basis of not just sex, but also sexual orientation and gender identity.

Lincoln needs to adopt expanded protections not just because it is the moral thing to do, but also because it's crucial to our ability to attract and retain a talented workforce and continue to maintain our reputation as a caring, welcoming community.

As Maya Angelou said, "Do the best you can until you know better. Then when you know better, do better." Updating Title 11 with the proposed revisions is definitely a way of doing better! I urge you all to vote in favor of this ordinance.

Thank you!

Susan Knisely
4625 S 43rd St
Lincoln, NE 68516



Communications Workers of America

LOCAL 7470

2448 "N" STREET • LINCOLN, NEBRASKA 68510 • TELEPHONE: (402) 476-7470 • FAX: (402) 476-1334

Dear Lincoln City Council Member,

Thank you for taking the time to read this letter regarding ordinance 21.18.034, Contractor Provisions, introduced by Council Member Mr. Bowers. I support this 100%.

This will finally level the playing field for all contractors who bid on work. For years in Lincoln we have lost out on safer jobs, job opportunities, and most of all tax revenue, as contractors cheat the system by misclassifying workers as independent contractors, not providing workers with compensation and insurance for all workers on the job site and wage theft.

These types of practices hurt contractors who play by the rules. It's time we level the playing field for those who do the right thing.

I appreciate your time and hope you will support Lincoln workers and Lincoln contractors who do things the right way.

Sincerely,

Shane Hatch
member CWA 7470

620 Driftwood Dr.
Lincoln, NE 68510